



ATFX Top Tier of the IB Rebate (SEA)

TERMS & CONDITIONS

September 2020



Introduction

ATFX is a trading name of AT Global Markets LLC (ATGM, company number 333 LLC 2020). ATGM is a Limited Liability Company in Saint Vincent and the Grenadines. Registered address: 1st Floor, First St. Vincent Bank Bldg, James Street, Kingstown, St. Vincent and the Grenadines.

The "**ATFX Top Tier of the IB Rebate (SEA) Promotion**" (herein referred to as "**Promotion**") invites IBs of ATFX in Taiwan, Philippine, Malaysia, Thailand, Vietnam, Indonesia, Korea, Cambodia and Myanmar to register with ATFX, offering the opportunity to **new Introducing Brokers (IBs)** gain the top tier rebate for referring the **new clients** to ATFX in accordance with these terms. By registering and participating in the Promotion, you agree that you will be bound by Terms and Conditions herein (hereinafter referred to as the "**Terms**") as these are set out below.

1. Interpretation of Terms

1.1 In this Promotion:

"**Client**" shall mean a new client which has been introduced by Introducing Broker and whom ATFX has approved with its KYC procedures.

"**Introducing Broker**" (used also as "**IB**") shall mean the person who opened a partner account with ATFX. Any referral to ATFX shall include any of the trade names and/or brand names and/or any other means by which ATFX will operate. "IB Account" represents a special live account belonging to an IB, where the IB commission will be credited.

"**KYC**" shall mean the Know Your Client policy that ATFX has adopted and applies for each respective client;

"**Standard Lot**" shall mean a standardized quantity of the instrument that the switched client is trading. In Forex, one Standard Lot is 100,000 units of a particular currency. For clarification purposes a Cent Lot is 1,000 units of a Standard Lot.

"**Standard Terms of Business**" shall mean the Terms and Conditions entered into by the IBs and ATFX that govern all trading activity of the Client and IB with ATFX.

1.2 Any words whose meaning is not defined herein shall have the meaning provided in the Standard Terms of Business.

1.3 Times mentioned herein shall mean **GMT +8** as applicable.

2. Duration

2.1 The Promotion Period starts from 00:00 on the 1st of September 2020 (GMT +8) until 23:59 on the 31st of December 2020.

3. Eligibility Criteria

3.1 To participate in this Promotion, you must be an IB partner of ATFX in Taiwan, The Philippines, Malaysia, Thailand, Vietnam, Indonesia, Korea, Cambodia and Myanmar. To become a new IB partner of ATFX, it is necessary to register with ATFX, and to provide all the necessary information upon request as part of the "KYC" procedure of ATFX. Once the information



submitted by the IB applicant is verified, the applicant will be invited to sign an IB agreement with a tailor-made offer and become the official IB of ATFX with an IB account.

- 3.2 IB partners with direct clients are only eligible in this Promotion. Under this Promotion, Master-IB and each level of Sub-IB are qualified as IB partners to participate in this Promotion.
- 3.3 Only active IB and client accounts during the promotion period will be considered for the calculation of volume.
- 3.4 Only closed deals (trades) are taken into calculation. Open trades will not contribute in volume calculation.
- 3.5 Irrespective of the number of trading accounts that an IB may run with ATFX, the Promotion is only applicable for new IB using one account under one identity. Each natural person can register for this promotion once only.

4. Specific Program Terms

- 4.1 The Promotion is applicable to Forex, precious metals, commodities, and indices of CFDs offered by ATFX. (Shares & cryptocurrencies CFDs are excluded)
- 4.2 The Promotion is applicable to the MT4 Standard account only.
- 4.3 IB partners can get the top tier of the rebate structure based on the monthly trading volume of each grade of IBs.

When any client of IB partner trade products mentioned in clause 4.1, the IB can gain the default rebate according to the IB Agreement after closing the position instantly within the month during the Promotion Period. Then in the following month, the IB would receive the remaining balance for all the trading volume of last month so as to reach the top tier rebate level for IBs.

- 4.4 Depending on the types of trading products, IB partners may gain commission from every trade of clients with an amount up to US\$19 per lot.
- 4.5 IB who have participated in this promotion are not allowed to join the other IB promotions during the promotion period.
- 4.6 After IB opens the account, his clients have three months (calculated by the whole month) for trading. On the other hand, the calculation period (within the promotion period; calculated by the whole month) of the rebate will be counted on the IB after accepting the T&C.

Example A:

- IB A opens the IB account and accepts T&C in ATFX on September 30th, 2020.
- ATFX will calculate the trading volume of the rebate from the whole month of September 2020 to November 2020.



Example B

- IB B opens the IB account on October 31st, 2020 and accepts the T&C on November 1st, 2020.
- ATFX will calculate the trading volume of the rebate from the whole month of November 2020 to December 2020.

Example C

- IB C opens the IB account on November 8th, 2020 and accepts the T&C on December 17th, 2020.
- ATFX will calculate the trading volume of the rebate from the whole month of December 2020 to January 2021.

5. Miscellaneous

- 5.1 ATFX has the right at any time and in its absolute discretion to disqualify any IB partners from the Promotion 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 partners 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.
- 5.2 For any client introduced by ATFX's IB partner and violates the situation stated in clause 5.1, the amount of number of standard lots traded by the client will be excluded from the Promotion and will not be counted as score of the IB partner.
- 5.3 In the Promotion that any dispute and/or misrepresentation is made in relation to the above applicable Terms, such dispute and/or misrepresentation shall be resolved by ATFX, acting in good faith and as it shall, in its sole and absolute discretion, be deemed fit and proper. ATFX's decision shall be final and binding.
- 5.4 ATFX has the right to alter these Terms at its absolute discretion and to suspend and/or terminate the Promotion if its continuation is rendered impossible due to extraordinary circumstances beyond the control of ATFX (natural disasters, political conflicts etc.).
- 5.5 The IB partners should not provide any advice to the Clients regarding trading strategies or in any other way influence the trading decisions of Clients. ATFX bears no responsibility for the consequences of such mentioned details by any third party.
- 5.6 ATFX has the duty to inform the IB partners in case of any modification of commissions for IB partners.
- 5.7 Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.