

# “Refer a Friend” Referral Program Terms and Conditions

## 1. Introduction

This Refer a Friend referral program (further “Referral Program”) is available and open to all Retail and Professional Clients of CAPEX.com, including Joint Account Holders who refer a friend to CAPEX.com a website operated by Key Way Markets Ltd (further “CAPEX” or “Company”).

Key Way Markets Ltd, operating trade name “CAPEX” is incorporated in Abu Dhabi Global Market (ADGM) under Company Registration Number 000003041 and is licensed and regulated by ADGM Financial Services Regulatory Authority (License no. 190005) of the United Arab Emirates having its registered address at Al Sila Tower, 21st Floor, Office No. 2, ADGM Square, Al Maryah Island, Abu Dhabi, UAE.

## 2. Definitions

**The Referrer:** the person who is eligible to receive an introduction fee for referring friends/family (except spouses) and prospective clients.

**The Referee or the Referred client:** the client referred by the Referrer and is eligible as per clause 3 below.

## 3. Eligibility

To be eligible for the Referral Program, or for the Referrer to receive an introduction fee for referring a friend/family (except spouses) or any prospective client to the Company, the following conditions must be met:

- a. the Referred client must fully complete the account opening process and account funding;
- b. execute at least one trade within 30 (thirty) days of account activation and funding;
- c. be a first-time new Client signing up with CAPEX;
- d. the Referred client can sign up for only one trading account;
- e. the Referrer (you) is not part of a referral, affiliate or other introduction program run by CAPEX or any of the companies within the Key Way Group;
- f. the Referrer (you) must have an active account with CAPEX and have executed at least two trades in the last 30 days and,
- g. the referred Client in case of a family member must be over 18 years of age.

The below Table sets out the introduction fee values for each funding or trading volume:

Total Deposit Range		Trading Volume Requirements	Payout from Spread from TD		First Deposit Range		CPA Payout on Compliance
\$ 500	\$ 1,999	\$ 600,000	2.00%		\$ 500	\$ 1,999	\$ 50
\$ 2,000	\$ 4,999	\$ 1,500,000	2.50%		\$ 2,000	\$ 4,999	\$ 75
\$ 5,000	\$ 9,999	\$ 3,000,000	3.00%		\$ 5,000	\$ 9,999	\$ 100
\$ 10,000	\$ 14,999	\$ 4,500,000	3.50%		\$ 10,000	\$ 14,999	\$ 150
\$ 15,000	\$ 19,999	\$ 6,000,000	4.00%	+	\$ 15,000	\$ 19,999	\$ 500
\$ 20,000	\$ 49,999	\$ 15,000,000	5.00%		\$ 20,000	\$ 49,999	\$ 800
\$ 50,000	\$ 74,999	\$ 22,500,000	6.00%		\$ 50,000	\$ 74,999	\$ 1,000
\$ 75,000	\$ 99,999	\$ 30,000,000	7.00%		\$ 75,000	\$ 99,999	\$ 1,500
\$100,000	\$149,999	\$ 45,000,000	8.00%		\$ 100,000	\$149,999	\$ 2,000
\$149,999	\$199,999	\$ 60,000,000	10.00%		\$ 149,999	\$199,999	\$ 3,000
\$200,000	\$299,999	\$ 90,000,000	12.00%		\$ 200,000	\$299,999	\$ 4,000
\$300,000	+	\$ 105,000,000	14.00%		\$ 300,000	+	\$ 5,000

A Client is not eligible to participate in the Referral Program and cannot qualify as a Referrer if:

- a. he/she is not a holder of an account with CAPEX and is not an active trader, (it must be a fully activated and funded account);
- b. the trading account is not in good standing with CAPEX as determined by CAPEX at its own discretion;
- c. the trading account is closed or terminated for any reason

Further, by participating in this Referral Program, you irrevocably agree, understand, and acknowledge that:

- a. you are not permitted to present yourself as agent or employee of the company or any of its partners or affiliates;
- b. participation in the Referral Program shall not be considered or be deemed to constitute any form of partnership or affiliation with the company and is not subject to separate remuneration other than the remuneration received under the Refer a Friend Referral Program;
- c. shall not refer more than 5 referrals to CAPEX within a quarter;
- d. shall not refer himself/herself along with the referral under a Joint Account;
- e. shall not expect explanation or updates from the Company in case a Referee for any reason does not qualify to become a new Client for any reason;
- f. agree that in a case where the referring Client is not qualifying to receive the introduction fee, in such case the Company is not required under any circumstances to disclose the reasons for not qualifying;

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- g. you understand that the Company will not, and is not able to disclose any details about the Referred clients, their account or funding status, number of trades or any other details relevant, to any third party, including the referring Client, unless otherwise prompted to do so by a regulatory or any other competent authority; and,
- h. manipulation of the system by arbitrage trading or any other abusive trading behavior is strictly prohibited.

#### 4. Introduction fee

The Table in section 3 is applied on 3 (three) months period (total deposit and total trading volume during 3 (three) months since the first deposit trade.

Key Way Markets Ltd reserves the right at any time, without prior notice or reason, to change, add to these Terms and Conditions or withdraw, modify, or postpone the Referral Program.

Key Way Markets Ltd reserves the right to correct the trading calculation in the event of any suspected abuse or manipulation of the Referral Program in part or whole.

These terms and conditions are governed by the laws and courts of the United Arab Emirates and shall have exclusive jurisdiction in relation to and settle any conflict, dispute that may arise in connection of these Terms and Conditions.

Having fully read the abovementioned terms and conditions, you hereby agree to and declare the above Terms and Conditions, and any payment from Key Way Markets, with respect to any introduction fee as mentioned in clause 4 above.