



## Terms & Conditions ("Terms & Conditions")

### 1. Introduction

1.1 FP Markets may offer new MT4 and MT5 clients a promotional offer for the first month of trading to receive 30% off trading commissions normally charged to the customer when trading on an FP Markets MT4 or MT5 account, subject to the Terms and Conditions herein ("**Trading Commission Offer**").

1.2 FP Markets will directly notify you of the Trading Commission Offer via online advertisement, phone or email.

1.3 These Terms and Conditions form the basis of the Trading Commission Offer.

1.4 Taking part in this Trading Commission Offer constitutes acceptance of these Terms and Conditions.

### 2. Eligibility

2.1 The Trading Commission Offer is available to new MT4 and MT5 clients who:

- (a) have been offered the Trading Commission Offer by FP Markets;
- (b) pass all compliance and account opening requirements including agreeing to FP Markets terms and conditions, Product Disclosure Statement and the Financial Services Guide;
- (c) have opened a Raw MT4 or MT5 trading account; and
- (d) have deposited a minimum of US\$500 or equivalent funds with FP Markets as per the Terms and Conditions herein.

2.2 FP Markets may accept or reject any application to open a trading account in its sole and absolute discretion.

2.3 Fraudulent, multiple or incorrectly completed applications will not be accepted.

2.4 The Trading Commission Offer is not to be used in conjunction with any other offer made by FP Markets, unless specified by FP Markets.

2.5 FP Markets will not honour the Trading Commission Offer promotion to clients deemed not to be acting in good faith.

2.6 The Trading Commission Offer is open for 1 calendar month, starting at midnight on the 6th December 2018 and ending midnight on the 6<sup>th</sup> January 2019 and is not available for any further extension or modification, unless specified by FP Markets.

2.7 The Trading Commission Offer presented to the client may include further prerequisites such as customer type, deposits size or any other condition stipulated by FP Markets. These conditions will apply as if in these Terms and Conditions.

2.8 FP Markets shall not be responsible or liable if there is a delay in crediting the Trading Commission Offer to the client's trading account.

2.9 The Trading Commission Offer is not available to clients who opened an account under an existing Introducing Broker, PAMM/MAMM, money manager or affiliate agreement.

### **3. Further Conditions**

3.1 FP Markets will cover up to 30% off trading commissions for new new MT4 and MT5 clients for the first month when trading on a RAW MT4 or MT5 trading account during the specified period. Clients will incur the normal commission charge upfront and will be reimbursed by FP Markets. The dollar amount of the Trading Commission Offer will be variable depending on the amount of FX or Metals lots traded round-turn and the commission charges as listed on FP Markets website.

3.2. The Trading Commission Offer will be calculated at the end of each month and reimbursed to the client's trade account on or about the 10<sup>th</sup> day of the following month. FP Markets accepts no responsibility for the late delivery of the reimbursement and clients should ensure that they maintain adequate balance to cover their open positions without taking into account the Trading Commission Offer.

3.3 The Trading Commission Offer is intended to be made available to clients who are actively using their MT4 or MT5 trading account. If no trades are placed on the account before the customer decides to withdraw their funds or transfers out to an IRESS trading account, FP Markets may revoke the Trading Commission Offer.

3.4 Dishonest behaviour from the client such as taking advantage of the Trading Commission Offer only for building their credit card reward points and not indicating a genuine interest in trading products, FP Markets may revoke the Trading Commission Offer.

3.5 The Trading Commission Offer is not designed to alter or modify a clients' risk preference or encourage clients to trade in a manner inconsistent with their own trading strategies.

3.6 FP Markets reserves the right to amend or cancel the Trading Commission Offer Terms and Conditions at any time without prior notice. Any amendments made to the Terms and Conditions will be notified to clients via the FP Markets website. We recommend that clients revisit these Terms and Conditions regularly and, by the continued use of the FP Markets website and services, clients accept any such amended Terms and Conditions.

3.7 Any dispute or situation not covered by these Terms and Conditions will be resolved by FP Markets in its reasonable discretion.

3.8 If these Terms and Conditions are translated into a language other than English, then the English version of the Terms and Conditions shall prevail where there is an inconsistency.

3.9 If the client is in breach of the FP Markets Terms and Conditions in any way whatsoever the Trading Commission Offer will immediately become null and void.

3.10 FP Markets shall not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), cost, expense or damage which is suffered or sustained in connection (directly or indirectly) with the use of the Trading Commission Offer.

3.11 These Terms and Conditions are governed by the laws of New South Wales, Australia.