

Referral Program - Terms and Conditions

1. This document sets out the Terms applicable to the Promotion.

2. The Promotion is available to ADSS Customers who make one (1) or up to five (5) Referrals of new clients to ADSS per month.

3. The referred client, or Referee, may opt-in to the Promotion by submitting their application using the personalized account opening link, generated by the existing ADSS Customer from within their client portal.

4. You cannot refer yourself and a New Customer can only be referred once by an existing ADSS Customer.

5. For each Referral made, the Referrer may be eligible for a Cash Credit into their Account, the actual amount of which is based on the achievement of the Trading Requirements as stated in Table A – which must be achieved during the first 90 days from an Account being successfully opened by the Referee.

6. ADSS will monitor all Accounts of Referees and will pay the applicable Cash Credit payments due to the Referrer once 90 days have elapsed from a successful Account opening by the Referee, on the condition that the relevant set of Trading Requirements as set out in Table A have been achieved by the Referee in his or her new Account. Cash Credit payments will not necessarily be credited immediately at the end of the 90-day period, and may require up to 3 months of processing time.

7. A Referrer may only obtain a Cash Credit once per each successful Referral.

8. Each Referee can only open one (1) trading Account with ADSS. Any Referee that attempts to open more than one (1) trading Account with ADSS will automatically cause such Referral to be immediately disqualified from the Promotion.

9. The Promotion may not be combined with any other promotion offered by ADSS or any of its affiliates, and this will be determined by ADSS in its sole and absolute discretion. The Promotion cannot be used by Introducing Brokers and any of its affiliates.

10. The Referrer will be deemed to have read, received, understood and accepted all Terms by their participation in the Promotion.

- 11. ADSS reserves the right, at its sole and absolute discretion to:
 - i. determine breaches and/or instances of abuse of the Promotion;
 - ii. disqualify any individual that breaches the Terms, abuses or attempts to abuse, tampers or attempts to tamper with the Promotion;
 - iii. deny any Cash Credit for any breach, potential breach, abuse, potential abuse, tampering and/or potential tampering of the Promotion or otherwise;
 - iv. reject any Account, account application or payout of Cash Credit for any reason whatsoever; and
 - v. alter, amend, suspend or terminate the Promotion, or any aspect of its Terms, at any time without prior notice.

12. ADSS will provide notification of such changes to the Promotion on the ADSS website. All the Participants will be immediately bound by such changes. Any dispute or situation not covered by the Terms will be resolved by ADSS in a manner ADSS deems to be the fairest to all concerned, and that decision shall be final and binding on all parties.

13. If the Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency. 14. The Promotion is:

- i. non-transferrable, and may not be combined with any other promotion offered by ADSS or any of its affiliates, and this will be determined by ADSS in its sole and absolute discretion;
- ii. not intended for distribution to, or use by, any person or entity where such promotion would be prohibited or restricted by applicable law or regulation;
- iii. void where prohibited or restricted by applicable law or regulation;
- iv. not open to employees, affiliates, subsidiaries, officers, or agents of ADSS or any member of their immediate family or persons living in the same household.

15. The Participant agrees to hold harmless ADSS and its affiliates, shareholders, parent companies, subsidiaries, officers, employees and agents, from any and all liabilities for any loss, damage, costs and/or expenses of any kind, including legal fees, arising from or in connection with this Promotion and/or the Cash Credit.

16. These Terms supplement the ADSS Terms of Business ("TOB"). In the event of dispute, the ToB shall prevail.

17. Defined terms:

- 'Account' means a live MetaTrader4 Standard trading account with ADSS.
- 'ADSS' means ADS Securities LLC.
- 'ADSS Customer' means an existing customer of ADSS.
- 'Cash Credit' means a free, non-transferrable cash amount (in accordance with Table A) which is credited to the Account of the Referrer.
- 'Introducing Broker' means a Referral Agent as defined in ADSS' Referral Agent Agreement and ToB.
- 'New Customer' means a customer without an existing relationship with ADSS or a trading account with ADSS on any trading platform.
- **'Participant'** means a (i) Referrer; and/or a (ii) Referee.
- 'Promotion' means the rebate offer by ADSS where a Referrer may be eligible for a Cash Credit.
- 'Promotional Period' means the period beginning on 1 June 2020 and will be ongoing, until such time when ADSS, at its sole and absolute discretion and without prior notice, ends the Promotion and referral program.
- 'Referral' means a New Customer is being referred to ADSS by an existing ADSS Customer.
- 'Referee' means a New Customer of ADSS who: (i) does not have, or previously has had any Account with ADSS; (ii) is referred to ADSS by an existing ADSS Customer; and (iii) is accepted by ADSS.
- 'Referrer' means an existing ADSS Customer who refers another person (Referee) to open an Account with ADSS.
- 'Terms' means these terms and conditions (as amended from time to time).
- 'Trading Requirements' means the combination of a set of deposit range and notional trading volume, as set out in Table A, to be achieved by the Referee.



Table A: Trading Requirements for Referee

Initial Deposit Range (USD)	Minimum Requirement in Notional Volume (USD)	Cash Credit (USD)
≥ \$1,000	\$2,000,000	\$100
≥ \$2,500	\$3,000,000	\$150
≥ \$5,000	\$5,000,000	\$300
≥ \$10,000	\$8,000,000	\$500