FOREX.com

Terms and Conditions for FOREX.com AU Special Share and ETF CFDs Promotion
(For Professional Clients Only)

1. You agree that by participating in the FOREX.com AU Special Share and ETF CFDs Promotion you will be bound by these terms and conditions as well as the general terms and conditions (including any supplemental terms) that apply to your Account (as identified above) ("**Our Terms**"). Capitalised terms and expressions used in these Special Share and ETF CFDs Promotion Terms shall have the same meaning as in Our Terms unless specified otherwise in these Special Share and ETF CFDs Promotion Terms.

2. The Special Share and ETF CFDs Promotion is offered by FOREX.com ("**FOREX.com**", "**we**", "**our**" or "**us**"). FOREX.com is a trading name of StoneX Financial Pty Ltd a company incorporated under the laws of New South Wales, Australia, and having its registered office at Suite 42.01, 264 George Street, Sydney NSW 2000.

3. Subject to paragraph 15 below, to be eligible to take part in the Special Share and ETF CFDs Promotion you must

   a) be over eighteen (18) years of age;

   b) have an open Professional account with FOREX.com Australia.

   Anyone who meets both criteria above shall be deemed a "**Qualifying Client**".

4. A Qualifying Client must opt in by contacting their relationship manager.

5. A Qualifying Client will have the first 3 losing trades reimbursed up to AU $200 per trade following the Special Share and ETF CFDs Promotion (the "**Payout**").

6. Only the first 3 losing trades completed on selected markets between 1 June 2026 and 31 August 2026 are eligible for the Payout. **Trading costs and fees are excluded**.

7. Eligible selected markets mean all share CFDs, ETF CFDs and Pre-IPO CFDs.

8. The Payout is capped at AU $600 per account per qualifying client.

9. The eligibility to participate in this Special Share and ETF CFDs Promotion is strictly limited to once a year per account per Qualifying Client.

10. Subject to these Special Share and ETF CFDs Promotion Terms, once the Payout has been applied to a Qualifying Client's Account, they may be retained, converted into cash balance, withdrawn or transferred.

11. We shall apply the Payout, if applicable, to a Qualifying Client's Account in the first week of the calendar month following the month of the eligible trade(s).

12. This Special Share and ETF CFDs Promotion is available to self-directed Qualifying Clients only. Managed accounts, Direct Market Access ("DMA") accounts and accounts referred by an Introducing Broker are not eligible to participate in the Special Share and ETF CFDs Promotion.

13. The Account must be open and not the subject of any dispute with us or in default on the date the Payout becomes payable.

14. Under no circumstances will we be liable for any losses exceed the Payout that a Qualifying Client may incur as a result of trading on their Account(s). The Payout is not intended to change a Qualifying Client's risk preferences or investment strategies and we accept no responsibility for the same.

15. Notwithstanding any other provision of these Special Share and ETF CFDs Promotion Terms, we shall have the sole discretion to determine your eligibility under these Special Share and ETF CFDs Promotion Terms, including, without limitation, whether or not you are a Qualifying Client or whether or not your trades have met the requirement. We have the right not to accept a Qualifying Client as a Client for any reason or without reason as we shall determine in our sole discretion.

16. Our employees or other producers or suppliers associated with this Special Share and ETF CFDs Promotion, their advertising, printing and publicity agencies, and their immediate family members (i.e. any person residing in the household of the aforementioned people) will not be eligible to participate in the Special Share and ETF CFDs Promotion.

17. This Promotion shall not be applicable in conjunction with the Special Promotion for VIP Clients, and the AU Special Share and ETF CFDs Promotion Qualifying Customers shall not be entitled to participate in, any other offer, program or promotion offered by us except for the Pro Rebate Program, FOREX.com Australia TradingView Promotion or any other that is determined in our sole discretion.

18. In the event that a person takes part in the Special Share and ETF CFDs Promotion who does not meet the qualifying criteria set out in these Special Share and ETF CFDs Promotion Terms, we reserve the right, without prejudice to any other rights under these Special Share and ETF CFDs Promotion Terms or Our Terms, to immediately remove the Payout from the applicable Account. In addition, we reserve the right at our sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Special Share and ETF CFDs Promotion, or who breaches the Special Share and ETF CFDs Promotion Terms or Our Terms.

19. We reserve the right to alter, amend or terminate this Special Share and ETF CFDs Promotion, or any aspect of it, at any time and without prior notice. We may make changes to these Special Share and ETF CFDs Promotion Terms and will notify you of these changes by sending you a copy of the modified terms by email or by posting the modified terms on our Website (https://www.forex.com/en-au/terms-and-policies). By your continued use of our services, you accept any such modified terms.

20. Any dispute or situation not covered by these Special Share and ETF CFDs Promotion Terms will be resolved by our management in a manner it deems to be the fairest to all concerned, and that decision shall be final and binding on all entrants. No correspondence will be entered into.

21. If these Special Share and ETF CFDs Promotion Terms are translated into a language other than English, then the English version of the Special Share and ETF CFDs Promotion Terms shall prevail where there is an inconsistency.

22. If any term of these Special Share and ETF CFDs Promotion Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Special Share and ETF CFDs Promotion Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.

23. This Special Share and ETF CFDs Promotion and the Special Share and ETF CFDs Promotion Terms will be governed by the laws of New South Wales, Australia, and the federal courts of Australia and the courts of the state of New South Wales shall have the exclusive jurisdiction over any matter or dispute arising from this Special Share and ETF CFDs Promotion.