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## TERMS AND CONDITIONS –BEEKS PROMOTION

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### INTRODUCTION

1. These Terms and Conditions (“Terms”) form the basis of the “Beeks Promotion” promotional offer, whereby Eligible Clients of Synergy Financial Markets Pty Ltd may be applied a rebate for the Beeks Bronze Package (“Offer”) when trading FX on these accounts, subject to these Terms.
2. Taking part in this Offer constitutes acceptance of these Terms. Synergy Financial Markets Pty Ltd (“Synergy”), Australian Company Number 150 565 781 is authorised and regulated by the Australian Securities and Investments Commission (AFSL 403863) and reserves the right to alter, amend or terminate this Offer, or any aspect of it, at any time and without prior notice. We may make changes to these Offer Terms and will notify you of these changes by posting the modified Terms on the Synergy FX website. We recommend that you revisit these Terms regularly and, by your continued use of the Synergy FX website and services you accept any such modified Terms.
3. We reserve the right, at our sole discretion, to disqualify any individual that tampers or attempts to tamper with the operation of the Offer, or breaches the Offer Terms or our Terms and Conditions of Business.
4. Any dispute or situation not covered by these Offer Terms will be resolved by our management in a manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants. No correspondence will be entered into.
5. If these Offer Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.

### CONDITIONS OF ELIGIBILITY

6. Subject to all other Terms, the Offer is available to Customers who have satisfied the Eligibility Criteria for the Offer (“Eligible Client”) as set out in clause 7 below.
7. The Eligibility Criteria for the Offer are:
  - a) that it shall only apply to Synergy Customers that have a live, **self-traded** account (offer not available to Customers who employ a Manager to trade their account);
  - b) that the Customer must elect to opt-in to take part in the Offer by expressly confirming their decision to Synergy or to Beeks;
  - c) that a Customer must trade a **minimum of ten (10) complete FX standard round turn lot transactions** over the “Lots Calculation Period” on the account/s into which the Offer has been approved.

### DEFINITION OF AND ‘COMMENCEMENT DATE’ AND ‘LOTS CALCULATION PERIOD’

8. The Commencement Date is the date that Customer is advised of the success of their application;
9. The Lots Calculation Period is considered per Calendar month, irrespective of the commencement date;
10. If Customers are deemed eligible for the Offer, then Synergy FX will pay the agreed amount.
11. Should the customer NOT meet the Eligibility Criteria regarding the minimum trading lots required (as stated in clause 7.c), then Synergy will deduct the agreed amount from the Customer’s Synergy trading account. Fee deductions will be the whole amount, and not pro-rata.

## FEES AND WITHDRAWAL

12. Synergy will deduct an initial set-up fee of GBP 25 (or its equivalent). This will be kept as a deposit and will be returned to the client upon request of a full withdrawal of their funds.
13. Should the Client withdraw all their funds without requesting a refund of deposit at time of withdrawal, the Client will automatically and immediately forfeit their initial set-up fee.

## ADDITIONAL CONDITIONS

14. Offer is limited to one (1) VPS subscription per Synergy customer;
15. Eligible Customers agree that Synergy will pay for the price of a Beeks BRONZE VPS only, regardless of their package subscription with Beeks;
16. Synergy customers who do not meet the Eligibility Criteria as set out in clause 7, will NOT be advised by Synergy. If a customer believes that they meet the Conditions for Eligibility, they have ten (10) business days to advise Synergy in writing and provide evidence of eligibility, or they will forfeit any rights for the preceding Lots Calculation Period;
17. Synergy does not provide back-dated Reimbursements as referred in clause 16;
18. Should the Customer Synergy account have insufficient monies to pay obligations as stated in clause 11, then Synergy reserves the right to terminate the agreement and withdraw the offer. Beeks FX will be advised of this decision.

## DATE

19. These Terms and Conditions are current as of dated 13<sup>th</sup> November 2014.

<b>NAME:</b>
<b>SYNERGY ACCOUNT NUMBER:</b> <span style="float: right;"><b>DATE:</b> DD / MM / YYYY</span>
<b>EMAIL ADDRESS:</b>
<b>SIGNATURE:</b>

*Please return both pages to [accounts@synergyfx.com.au](mailto:accounts@synergyfx.com.au) for processing*

<b>For Synergy use only</b>
Date received / approved: dd/mm/yy & dd/mm/yy
Date approved / by: dd/mm/yy &
Initial Fund date / amount: dd/mm/yy & ccy amount
Date withdrawn: dd/mm/yy