

Seminars & Live Training Exclusive Offer

1. Introduction

- 1.1. XM is a registered trademark of Trading Point of Financial Instruments Ltd, a Cypriot Investment Firm (CIF) registered with the Registrar of Companies in Nicosia under the Number HE 251334 and regulated by the Cyprus Securities and Exchange Commission (CySEC) under the License Number 120/10 (hereinafter the "Company" or "XM").
- 1.2. Subject to the Terms and Conditions set forth hereinafter (the "**Offer Terms**") and XM's Terms and Conditions of Business set forth on the XM Website (the "**XM Website**") at the following URL: <http://www.xm.com/legal-documents> ("**XM's Business Terms and Policies**"), Clients that meet the criteria set forth hereinafter will be eligible to participate in the "**Seminars & Live Training Exclusive Offer**" (the "Offer") and gain the opportunity to personally participate in a very unique training program.

2. The Offer

- 2.1. Subject to XM's Business Terms and Policies, Eligible Clients (as defined below) will be able to participate in the Offer.
- 2.2. This Offer cannot be combined with any other offers or promotions offered by XM in relation to training and/or seminar schemes.

3. Offer Terms and Conditions

- 3.1. The **Offer Terms** form the basis of the "**Seminars & Live Training Exclusive Offer**" promotional offer, whereby Eligible Clients of XM may be granted participation in a special training program, subject to these Offer Terms.
- 3.2. Taking part in this Offer constitutes acceptance of the Offer Terms.

3.3. Conditions of Eligibility and Reservation of Rights

Subject to, and without prejudice to all other Business Terms and Policies, the Offer is available to XM Clients, who satisfy the Eligibility Criteria for the Offer ("**Eligible Clients**"), as set out in the Sections following hereinafter.

3.3.1. Seminars

3.3.1.1. Only XM Clients who maintain a Real Account (Micro or Standard) shall participate to a seminar, provided they have completed the registration procedure and received confirmation/approval from the Company, prior the Seminar.

3.3.1.2. Seminars take place to our offices or at places pre-specified by XM and registered Eligible Clients who have been approved must attend themselves. Participation in a seminar is not transferable and representatives/proxies of an approved Eligible Client shall not attend the Seminar.

3.3.1.3. One registration equates to one client (one seat), as the consideration is based on a 'per client' and not on a 'per account' basis.

3.3.1.4. In the case that the number of registrants exceeds the number of seats available, priority is given to the Eligible Clients that have not attended any XM Seminars before.

3.3.1.5. XM reserves the right to decline a Client's "**Seminars & Live Training Exclusive Offer**" application at any time and at its sole discretion, without the need to provide any justification or explain the reasons for any such declination. Under no circumstances shall XM be liable for any consequences of any cancelation or decline of this Offer.

3.3.1.6. All Eligible Clients, who participate in the Seminar are required at all times to maintain appropriate, respectful behaviour, which will not negatively affect the order of the training nor disturb the participation of any other Eligible Client. The assigned trainer withholds the right to decline participation of any Eligible Client at any time, whenever he decides, in his sole discretion and without justification, if the said client's presence has a negative effect on the conduct of the training. The latter applies if the Clients have not registered for

attendance, or they have not been approved/confirmed.

3.3.1.7. XM reserves the right, at its sole discretion, to disqualify any individual that tampers or attempts to tamper the operation of the Offer, or breaches the Offer Terms and/or any of XM Business Terms and Policies. In these circumstances, XM shall not be liable for any consequences of the Offer cancellation.

3.3.1.8. XM will not provide participants of the Offer with any materials/workbooks/manuals presented during trainings. However all participants are permitted to take notes and make comments within the requirements and with respect to the copyrights of all presented Intellectual Property of XM.

3.3.1.9. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the Offer; without limiting the foregoing, participation in the Offer is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence ("**minors**"). **IF YOU ARE A MINOR, YOU MAY NOT PARTICIPATE IN THE OFFER.**

3.3.2. Live Trainings

3.3.2.1. Only XM Clients who maintain a Real Account (Micro or Standard) shall participate in the live trainings, provided they have completed the registration procedure and received confirmation/approval from the Company, prior the Live Training.

3.3.2.2. The attendance of approved Eligible Clients takes place online through a platform provided by XM.

3.3.2.3. One registration equates to one client (one attendee), two or more individuals cannot use the same credentials for registration or to participate/attend as the consideration is based on a 'per client' and not on a 'per account' basis. Thus, two or more individuals cannot use the same credentials for registration or to participate/attend on the same event with it.

3.3.2.4. XM will not provide participants of the Offer with any materials/workbooks/manuals presented during the live trainings. However all participants are permitted to take notes and make comments within the requirements and with respect to the copyrights of all presented Intellectual Property of XM.

3.3.2.5. All Eligible Clients, who participate in the Offer are required at all times to maintain appropriate, respectful behaviour, which will not negatively affect the order of the training nor disturb the participation of any other Eligible Client. XM withholds the right to decline participation of any Eligible Client at any time, whenever he decides, in his sole discretion and without justification, if the said client's presence has a negative effect on the conduct of the training. The latter also applies if the Client shows abusive behaviour in relation to the Offer.

3.3.2.6. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the Offer; without limiting the foregoing, participation in the Offer is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence ("**minors**"). **IF YOU ARE A MINOR, YOU MAY NOT PARTICIPATE IN THE OFFER.**

- **Free Live Trainings**

Provided that all the above general criteria in relation to the Live Trainings are met, every Eligible Client with a validated real account is entitled to register to four (4) free live trainings.

If the clients attend all four free live trainings, they are no longer entitled to attend to more live trainings, unless they meet the criteria of live trainings with balance requirement, as stated below.

- **Live Trainings that require balance**

- a) Only XM clients who maintain a minimum balance (not including the bonus) of EUR500 (or currency equivalent) in their real account(s) in total, are entitled to attend to these live trainings.
- b) If the client did not perform any trades for at least a summary of five (5) round standard lots in a three (3) months period prior to the registration, XM reserves the right to decline/block the client from attending to the live trainings.

4. General Reservation of Rights

4.1. XM reserves the right to alter, amend or terminate this Offer, or any aspect of it, at its sole discretion, at any time and without prior notice and will notify you of any such changes by posting the Offer Terms on the XM Website.

4.2. Any indication or suspicion of fraud, manipulation, other forms of deceitful or fraudulent activity, attempts to

tamper with the operation of the Offer, or breaches the Offer Terms and/or any of XM' Business Terms and Policies will cause disqualification of any individual in participation in Offer. XM reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Client's Account(s), cancel all previously generated profits / revenues and annul all rebates / trades of such participant. In these circumstances, XM shall not be liable for any consequences of the Offer cancellation, including, but not limited to, nullification of all previously gathered rebates /profits.

5. Ownership of Copyrights, Trademarks, Service Marks, Trade Names, Marketing Materials and Promotional Material(s)

- 5.1.** You accept that you have no right to display or otherwise use any of XM's Copyrights, Trademarks, Service Marks, Trade Names, Marketing Materials, Promotional Materials, Training Materials, Websites, internet domain names and any associated goodwill, whether presently existing or later developed (collectively "**Intellectual Property**") are included in Banners and/or Text Links or other Marketing Materials and/or Promotional Materials that you obtain through XM' Website(s) or that you otherwise receive from XM.
- 5.2.** You agree that XM shall retain full ownership rights in and to its "**Intellectual Property**" and you agree to sign any document as reasonably required to effect the recording or protection of any such Intellectual Property; You agree not to make use of any "**Intellectual Property**" (including , but not limited to, pictures, any audio/video recordings, notes, any kind of copies of presented materials) in any manner whatsoever, without the prior written and express approval of XM and that any and all rights that might be acquired by the use of the "**Intellectual Property**" shall inure to the sole benefit of XM; if you were to obtain any such right, title and/or interest in or to the "**Intellectual Property**" "at any time, whether or not this Agreement is in effect, you shall immediately transfer those rights back to XM upon XM' first request; You acknowledge and agree that, in the event that permission to make use of any Intellectual Property is granted by XM, as between the Parties or under or pursuant to this Agreement in accordance with the terms and conditions set forth herein, you shall be extended only a mere permissive right to use such Intellectual Property, as provided in the relevant license agreement and in accordance with the terms and conditions thereof, which permissive right is not coupled with any ownership.

XM withholds the right to take any legal action(s) as deemed necessary, in case of breach of the above mentioned.

6. Governing Law and Prevailing Language

- 6.1.** These Offer Terms shall be governed by and construed in accordance with the Laws of the Republic of Cyprus.
- 6.2.** Any dispute or situation not covered by these Offer Terms will be resolved by XM's management in the 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.
- 6.3.** If any of these Offer Terms were to be translated into a language other than English, then the English version of these Offer Terms shall prevail where there is an inconsistency.