



*MEMBER OF TRADING POINT GROUP*

# **TERMS AND CONDITIONS DEPOSIT TRADING BONUS SCHEME**

## TERMS AND CONDITIONS – DEPOSIT TRADING BONUS SCHEME

### A. Introduction

1. Trading Point of Financial Instruments UK Limited (hereinafter called the “Company” or “XM”) operating under the trading name XM is a UK Investment Firm registered with the Registrar of Companies in England and Wales under number: 9436004, and regulated by the Financial Conduct Authority (“FCA”) under license number 705428. The Company’s registered office is Citypoint Building, 1 Ropemaker Street, London, EC2Y 9HT.
2. The “**Deposit Trading Bonus Scheme**” Terms and Conditions is an integral part of the “**XM Business Terms and Policies**” and provisions set herein are considered as an annex of all “**XM Business Terms and Policies**”.

### B. Conditions of Eligibility

1. Subject to, and without prejudice to, all other Business Terms and Policies, the offer is available to XM Clients who have satisfied the Eligibility Criteria for the offer (“**Eligible Clients**”) as set out in the sections following hereinafter.
2. The “**Deposit Trading Bonus Scheme**” may be offered by XM from time to time to clients who open real trading accounts with XM, in cases where such clients are referred to XM via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that XM may be running from time to time on such specific websites and/or social network sites.
3. XM, at its reasonable discretion, offers the “**Deposit Trading Bonus Scheme**” to any Client(s) and/or any countries / regions as it deems appropriate and for as long as XM deems to provide it.
4. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the “**Deposit Trading Bonus Scheme**”. Without limiting the foregoing, participation in the “**Deposit Trading Bonus Scheme**” 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 “Deposit Trading Bonus Scheme”.**
5. Participation of “**Intermediaries/Related Parties**” in the “**Deposit Trading Bonus Scheme**” is prohibited. If the registration and/or trading data of a participant in the “**Deposit Trading Bonus Scheme**” corresponds with the registration and/or trading information, including but not limited to IP address, of another participant in the “**Deposit Trading Bonus Scheme**”, XM reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term “**Intermediary(ies)/Related Party(ies)**”, when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the “**Deposit Trading Bonus Scheme**”, including, without limitation:
  - a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
  - b) person or entity, whom any participant in the “**Deposit Trading Bonus Scheme**”, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the “**Deposit Trading Bonus Scheme**”; for purposes of this definition, the term “**control**” (including, with correlative meaning, the terms “**controlled by**” and “**under common control with**”), as used with respect to any participant in the “**Deposit Trading Bonus Scheme**”, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.
6. Similarly, persons associated in any manner whatsoever with XM and/or with the specific websites and/or social network sites on which XM may be running from time to time certain specific promotions, contests

and/or surveys, in the context of which access to the “**Deposit Trading Bonus Scheme**” is offered, are not allowed to participate in the offer.

### C. Specific “**Deposit Trading Bonus Scheme**” Terms

1. Eligible Clients, who meet the criteria set forth herein are able to receive trading bonuses equal to :
  - a) **50%** on the amount of their first or subsequent deposit that is made in their real Account(s) with XM, provided that the maximum amount of any such trading bonus awarded to any particular Eligible Client will be limited to a maximum amount of **500USD,-** (or currency equivalent ), per Eligible Client.
  - b) **20%** on the amount of their any subsequent deposit that is made in their real Account(s) with XM, provided that the maximum amount of any such trading bonus awarded to any particular Eligible Client will be limited to a maximum amount of **4,500USD,-** (or currency equivalent ), per Eligible Client.
  - c) Total amount of trading bonus(es) accumulated due to participation in this “**Deposit Trading Bonus Scheme**” promotion is set to **5,000USD,-** (or currency equivalent ), per Eligible Client.

Table of example of this “**Deposit Trading Bonus Scheme**”:

YOUR DEPOSIT	DEPOSIT TRADING BONUS APPLIED	YOUR DEPOSIT TRADING BONUS	TRADING CAPITAL BALANCE
\$5	50% on \$5	\$2.50	\$7.50
\$1,000	50% on \$1,000	\$500	\$1,500
\$2,000	50% on \$1,000 +20% on \$1,000	\$500 + \$200 = \$700	\$2,700
\$5,000	50% on \$1,000 +20% on \$4,000	\$500 + \$800 = \$1,300	\$6,300
\$10,000	50% on \$1,000 +20% on \$9,000	\$500 + \$1,800 = \$2,300	\$12,300
\$20,000	50% on \$1,000 +20% on \$19,000	\$500 + \$3,800 = \$4,300	\$24,300
\$23,500	50% on \$1,000 +20% on \$22,500	\$500 + \$4,500 = \$5,000	\$28,500

2. Any profits generated from the utilization of the **Deposit Trading Bonus** are available for withdrawal as per our withdrawal procedure.

### D. General Terms

1. Please note that it may take up to 24 hours before any trading bonus is added to the account of an Eligible Client who meets all of the criteria set forth herein.
2. The “**Deposit Trading Bonus Scheme**” is only available for Standard and Micro trading accounts. XM Zero trading accounts are not eligible to participate in the “**Deposit Trading Bonus Scheme**”.
3. The “**Deposit Trading Bonus Scheme**” applies to all clients who open real Account with XM in accordance with the rules set herein and granted trading bonuses may be used for trading purposes only and cannot be withdrawn.
4. Any withdrawal of funds from an Eligible Client’s real Account(s) with XM will cause the removal of the previously awarded trading bonus(es) proportionally to the percentage of the requested amount of the withdrawal from the respective Eligible Client’s real Account with XM. Below you can find some examples for your better understanding:

Example 1:

Deposit Amount	Trading Bonus Amount	Balance available for withdrawal	Amount of requested withdrawal	Amount of Trading Bonus removal
USD 1,000	USD 500 (50% on USD 1,000)	USD 1,000	USD 250 (25% on USD 1,000)	USD 125 (25% on USD 500)

Example 2:

Deposit Amount	Trading Bonus Amount	Balance available for withdrawal	Amount of requested withdrawal	Amount of Trading Bonus removal
USD 2,000	USD 700 (50% on USD 1,000= USD 500 + 20% on USD 1,000= USD 200)	USD 2,000	USD 1,000 (50% on USD 2,000)	USD 350 (50% on USD 700)

Example 3:

Deposit Amount	Trading Bonus Amount	Profits generated from trading	Balance available for withdrawal	Amount of requested withdrawal	Amount of Trading Bonus removal
USD 1,000	USD 500 (50% on USD 1,000)	USD 2,000	USD 3,000	USD 3000 (100% on USD 3,000)	USD 500 (100% on USD 500)

Example 4:

Deposit Amount	Trading Bonus Amount	Losses incurred from trading	Balance available for withdrawal	Amount of requested withdrawal	Amount of Trading Bonus removal
USD 2,000	USD 700 (50% on USD 1,000= USD 500 + 20% on USD 1,000= USD 200)	USD 500	USD 1,500	USD 450 (30% on USD 1,500)	USD 210 (30% on USD 700)

5. In the event of internal transfers between trading Accounts with XM, trading bonuses previously credited to sending account will be moved proportionally to the percentage of transferred balance into the receiving account. No new / additional trading bonuses will be credited upon internal transfer to the receiving account. In case that the receiving account is not eligible for trading bonuses, the amount of trading bonuses deducted from the sending account will not be credited into the receiving account and therefore that proportion of trading bonuses will be nullified.
6. Trading bonuses cannot be separately transferred between, or from Eligible Clients' real trading Accounts with XM.
7. XM reserves the right, at its reasonable discretion, to:
  - i. decline registration of any participant in the "**Deposit Trading Bonus Scheme**"; and
  - ii. disqualify any participant in the "**Deposit Trading Bonus Scheme**" who tampers, or attempts to tamper, with the operation of the "**Deposit Trading Bonus Scheme**", or breaches these terms and/or any of the "XM Business Terms and Policies" set out on XM's Website.

Under no circumstances shall XM be liable for any consequences of any trading bonus cancellation or decline, including, but not limited to, order(s) closure by Stop Out.

8. XM reserves the right, at its reasonable discretion, to discontinue the offering of this “**Deposit Trading Bonus Scheme**” to any of its clients. Such clients will be informed via email.
9. Clients may opt-out from the “**Deposit Trading Bonus Scheme**” whenever they wish. Please send your request at the following email address: [nobonus@xm.co.uk](mailto:nobonus@xm.co.uk) and the relevant department will process your request and inform you accordingly.
10. XM reserves the right to alter, amend or terminate the “**Deposit Trading Bonus Scheme**” or any aspect of it at any time. Prior notice of such changes will be given to clients and XM will post any such changes on its website. It is recommended that participants in the “**Deposit Trading Bonus Scheme**” consult these Terms & Conditions on the XM’s website regularly.
11. Any indication or suspicion, in the Company’s reasonable discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including, but not limited to, a participant’s trading activity patterns that indicate that the participant solely aims to benefit financially from the credit trading bonus without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a trading bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited trading bonuses of the Eligible Client’s real trading Accounts with XM and/or any and all transactions carried and/or profits or losses in that Account.

In these circumstances, XM reserves the right, at its reasonable discretion to:

- i. close (either temporarily or permanently) all such Eligible Client’s real trading Account(s) with XM;
- ii. suspend (either temporarily or permanently) all such Eligible Client’s real trading Account(s) with XM,
- iii. cancel all orders; and
- iv. annul all profits;

of such a participant. In these circumstances, XM shall not be liable for any consequences of the trading bonus cancellation, including, but not limited to, order(s) closure by Stop Out.

12. In the event that Account becomes Dormant all previously awarded trading bonus(es) will be immediately withdrawn from the respective Eligible Clients real Account with XM.
13. No partner’s commissions are paid for trading on trading bonus funds.
14. This promotion may be redeemed only once by any Eligible Client.
15. Taking part in the “**Deposit Trading Bonus Scheme**” constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on XM’s Website.
16. The “**Deposit Trading Bonus Scheme**” terms shall be governed by and construed in accordance with the Laws of the United Kingdom, England and Wales. Any dispute or situation not covered by these terms will be resolved by XM in accordance with our Complaints Handling Procedure Policy.
17. If any of “**Deposit Trading Bonus Scheme**” terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.

## **E. Risk Warning**

1. Forex Trading involves significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at XM’s website.