



MEMBER OF TRADING POINT GROUP

**TERMS AND CONDITIONS
XM AFFILIATES LEAGUE
PROMOTION**

TERMS AND CONDITIONS - XM AFFILIATE LEAGUE COMPETITION

A. Introduction

1. XM Global Limited operating under the trading name XM is a Securities Service Provider Licensee regulated and authorised by the Financial Services Commission ("FSC") in Belize under the License Number: 000261/309 (hereinafter called the "Company" or "XM").
2. The "**XM Affiliate League Competition**" (hereinafter the "**Promotion**") 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 Affiliates/Introducers of Business who have satisfied the Eligibility Criteria for the "**Promotion**" ("**Eligible Affiliates/Introducers of Business**") as set out in the sections following hereinafter.
2. The "**Promotion**" is available **only** for all new and/or existing Affiliates/Introducers of Business residing in Malaysia who, during the "**Promotional Period**", have registered via their Partners Area to participate in the "**Promotion**" and have referred qualified True New Depositing Client(s) ("**TNDC(s)**") to the Company, who reside in Malaysia and Brunei.
3. The "**Promotion**" is valid for the period **15th September 2022 - 15th November 2022** ("**Promotional Period**").
4. Subject to Section B.2 above, and for the purpose of the "**Promotion**", a qualified "**TNDC**" is a client who, during the "**Promotional Period**", makes a deposit of the minimum amount of USD 50 (or currency equivalent) in his/her validated XM real trading account(s) and trades as follow for at least five (5) minutes without using any credit balance to trade:
 - at least one (1) standard round turn lot (or 100 micro round turn lots) in Forex, Gold or Silver (for XM Standard and Micro Accounts); **or**
 - at least three (3) standard round turn lots (or 300 micro round turn lots) for XM Ultra-Low Accounts; **or**
 - at least one hundred (100) round turn lots in CFDs (for XM Standard, Micro and Ultra-Low Accounts).
5. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "**Promotion**". Without limiting the foregoing, participation in the "**Promotion**" 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 "Promotion"**.
6. Each participant agrees that by registering for the "**Promotion**" they express their free, prior and informed consent for the Company to process any personal data which they provide while registering. The data is collected and processed only to such extent, which is necessary to administer and run the "**Promotion**". The Company shall disclose any data about registrants only to the extent stipulated in these terms and conditions. Each registrant has the right to withdraw their consent for processing of personal data at any time. However, such a withdrawal may at the reasonable discretion of the Company result in the disruption, suspension or termination of the participant's registration for watching the Event.
7. The "**Promotion**" is permitted for accounts of a single Affiliate/Introducer of Business and their referred clients using a unique IP address. Multiple registrations of accounts from the same IP address are not permitted.
8. Participation of "**Intermediaries/Related Parties**" in the "**Promotion**" is prohibited. If the registration and / or trading data of a participant in the "**Promotion**" corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "**Promotion**", 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 “**Promotion**”, 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 “**Promotion**”, 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 “**Promotion**”; 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 “**Promotion**”, 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.

9. 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 “**Promotion**” is offered, are not allowed to participate in the offer.

C. Specific “**Promotion**” Terms

1. Eligible Affiliates/Introducers of Business who meet the eligibility conditions set in sections B.2., as well as all eligibility and participation requirements set herein, will be given the opportunity to win the following prizes based on their Commission Plan (i.e. “Tier 1”: Eligible Affiliates/Introducers of Business whose account is on Bronze/Silver/Gold Plan and “Tier 2”: Eligible Affiliates/Introducers of Business whose account is on Platinum/VIP Plan) and the number and trading activity of their qualified “**TNDCs**” during the “**Promotional Period**” as described in Table A (Bronze/Silver/Gold Plan) and Table B (Platinum/VIP Plan) below.
2. Pursuant to Sections B.2. and B.3., an Eligible Affiliate/Introducer of Business will be awarded at least ten (10) points for each qualified “**TNDC**”. If the “**TNDC(s)**” continue(s) to trade more than the minimum required trading pursuant to Section B.3. above, then the Eligible Affiliate/Introducer of Business will be awarded with one (1) point per additional standard lot traded (or equivalent point for micro lot traded). Please note that **only** the Eligible Affiliates/Introducers of Business who will reach by the end of the “**Promotional Period**” a minimum number of ten (10) points will be eligible for the prizes in the “Tier 1” and “Tier 2” below.

“Tier 1”: Eligible Affiliates/Introducers of Business whose account is on Bronze / Silver / Gold Plan.

3. Eligible Affiliates/Introducers of Business whose account is on Bronze/Silver/Gold Plan and who after the end of the “**Promotional Period**” have the highest scoring of awarded points generated from the number and trading activity of their qualified “**TNDCs**” will be given the opportunity to win the following prizes, as described in the Table A below, provided that they reached the target set herein:

Table A: Rewards for the TOP 15 Affiliates/Introducers of Business on Bronze / Silver / Gold Plan

Prize Ranking	Total Number of winners	Eligibility and Participation Requirements	Prize
1 st	1	<ul style="list-style-type: none"> Have a validated XM Affiliate/Introducer Account; Residing in Malaysia; Register for participating in the “Promotion” from their Partners Area; Refer “TNDCs” to the Company who reside in Malaysia and Brunei; and Have the highest scoring of awarded points from “TNDCs” during the “Promotional Period”. 	<p>Galaxy Z fold 3 5G 512 GB/12 GB and USD 1,250 (or currency equivalent) as balance in the winner’s XM Affiliate/Introducer account.</p> <p>-or-</p> <p>USD 2,450 (or currency equivalent) as balance in the winner’s XM Affiliate/Introducer account.</p>
2 nd	1	As above.	<p>Samsung Galaxy S22 Ultra128GB/8GB and USD 560 (or currency equivalent) as balance in the winner’s XM Affiliate/Introducer account.</p> <p>-or-</p> <p>USD 1,480 (or currency equivalent) as balance in the winner’s XM Affiliate/Introducer account.</p>
3 rd	1	As above.	<p>Galaxy S22+ 128GB/8GB and USD 245 (or currency equivalent) as balance in the winner’s XM Affiliate/Introducer account.</p> <p>-or-</p> <p>USD 995 (or currency equivalent) as balance in the winner’s XM Affiliate/Introducer account.</p>
4 th	1	As above.	USD 800 (or currency equivalent) as balance in the winner’s XM Affiliate/Introducer account.
5 th	1	As above.	USD 600 (or currency equivalent) as balance in the winner’s XM Affiliate/Introducer account.

6 th - 7 th	2	As above.	USD 450 (or currency equivalent) as balance in the winners' XM Affiliate/Introducer account.
8 th - 10 th	3	As above.	USD 350 (or currency equivalent) as balance in the winners' XM Affiliate/Introducer account.
11 th - 15 th	5	As above.	USD 250 (or currency equivalent) as balance in the winners' XM Affiliate/Introducer account.

“Tier 2”: Eligible Affiliates/Introducers of Business whose account is on Platinum/ VIP Plan

4. Eligible Affiliates/Introducers of Business whose account is on Platinum/VIP Plan and who after the end of the **Promotional Period** have the highest scoring of awarded points generated from the number and trading activity of their qualified “**TNDCs**” will be given the opportunity to win the following prizes as described in the Table B below, provided that they reach the targets set herein:

Table B: Rewards for the Top 15 Affiliates/Introducers of Business on Platinum / VIP Plan

Prize Ranking	Total Number of winners	Eligibility and Participation Requirements	Prize
1 st	1	<ul style="list-style-type: none"> Have a validated XM Affiliate/Introducer Account; Residing in Malaysia; Register for participating in the “Promotion” from their Partners Area; Refer “TNDCs” to the Company who reside in Malaysia and Brunei; and Have the highest scoring of awarded points from “TNDCs” during the “Promotional Period”. 	<p>A PAMP Suisse Gold Cast Bar and USD 3,000 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.</p> <p>-or-</p> <p>USD 7,400 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.</p>
2 nd	1	As above.	<p>MacBook Pro 16 Inches 32GB Unified Memory 1TB SSD Storage and USD 1,100 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.</p> <p>-or-</p> <p>USD 3,100 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.</p>

3 rd	1	As above.	Razer Blade 15 - QHD 240Hz - GeForce RTX 3060 - Black and USD 800 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account. -or- USD 2,800 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.
4 th	1	As above.	MacBook Pro 14 Inches 8-Core CPU 14-Core GPU 16GB Unified Memory 512GB SSD Storage and USD 500 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account. -or- USD 2,200 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.
5 th	1	As above.	Samsung Galaxy S22 Ultra 128GB/8GB and USD 240 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account. -or- USD 1,200 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.
6 th - 7 th	2	As above.	USD 1,200 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.
8 th - 9 th	2	As above.	USD 1,100 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.
10 th - 12 th	3	As above.	USD 1,000 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.
13 th - 15 th	3	As above.	USD 900 (or currency equivalent) as balance in the winner's XM Affiliate/Introducer account.

5. The total number of winners of the "**Promotion**" is thirty (30) (i.e., 15 winners for "Tier 1" and 15 winners for "Tier 2"). However, in case that two (2) or more Eligible Affiliates/Introducers of Business have the

same scoring of awarded points (in “Tier 1” and/or “Tier 2”), then **all** the Eligible Affiliates / Introducers of Business will receive the relevant prize according to their scoring of awarding points. For example, in case that after the end of the “**Promotional Period**” three (3) Eligible Affiliates / Introducers of Business have the highest score of awarding points, then the first prize will be awarded to all 3 Eligible Affiliates / Introducers of Business. Hence, the winners of the “**Promotion**” can be more than thirty (30).

6. The Prize Awarding for both Tier 1 and Tier 2 will be based on the scoring of the awarding points during the **whole** “**Promotional Period**” and based on the Commission Plan that the Eligible Affiliate had upon the commencement of the “**Promotional Period**”.
7. The winners will be announced after the end of the “**Promotional Period**”, on 25th of November 2022.
8. All the Eligible Affiliates / Introducers of Business can upgrade their Commission Plan during the “**Promotional Period**”. However, the prize awarding will be based on the Commission Plan that the Eligible Affiliate / Introducer of Business had when he/she **entered** the “**Promotion**”. That is, in case that an Eligible Affiliate / Introducer of Business upgrades from Bronze and/or Silver and/or Gold to Platinum and/or VIP Commission Plan during and/or by the end of the “**Promotional Period**”, his/her prize awarding will be based on “Tier 1” **and not** based on “Tier 2”.
9. The winners will be notified via email and/or telephone by their Affiliate Manager within a week after the end of the “**Promotional Period**” regarding the details of their prize.
10. By accepting the terms and conditions of the “**Promotion**”, the winners who will win the prizes described in Sections C.1., C.3. and C.4. and/or Table A and Table B above agree and consent to taking photographs and making a testimonial, as may be requested by XM. The winners agree that XM has the right to use the images resulting from the photography/video filming to only such extent as stipulated in these terms and conditions. The latter may include, but is not limited to, XM’s right to use the above-mentioned material for publication purposes on XM’s website and social media. Each participant has the right to withdraw their consent for processing of personal data and the material mentioned above at any time. However, such a withdrawal may, at the reasonable discretion of XM, result in the removal of the winner’s entitlement to the prize.

D. Reservation of Rights and Disqualifications

1. XM reserves the right, at its reasonable discretion, to reject the participation of any Eligible Affiliate / Introducer of Business to the “**Promotion**”, if such Affiliate / Introducer of business engages in any prohibited trading activities, as described in XM’s Terms and Conditions of Business, available at the following URL: <https://www.xm.com/legal-documents>.
2. XM reserves the right, at its sole discretion, to decline registration of any participant in the “**Promotion**” and further reserves the right to disqualify any participant in the “**Promotion**” who tampers or attempts to tamper with the operation of the “**Promotion**” or breaches these terms and/or any of the “**XM Business Terms and Policies**” and/or the “**XM Partners Agreement/Affiliation Agreement**” set forth on XM’s website and/or Partners Area. Under no circumstances shall XM be liable for any consequences of any bonus cancelation or decline, including, but not limited to, order(s) closure by Stop Out.
3. Affiliates / Introducers of Business who provided incorrect or fraudulent details during the account registration will be disqualified from participating in the “**Promotion**”.
4. All Eligible Affiliates / Introducers of Business are permitted to only one registration per one (1) unique IP address. Multiple registrations from the same IP are not permitted nor multiple registration with same personal details. In such a case, XM reserves the right to immediately exclude such persons from participating in the “**Promotion**”.
5. XM reserves the right, at its reasonable discretion, to decline participation of any Eligible Affiliate / Introducer of Business to the Lucky Draw and further reserves the right to prohibit any Eligible Affiliate / Introducer of Business, who breaches these terms and/or any of the “**XM Business Terms and**

Policies” set forth on XM’s website at the following URL: <https://www.xm.com/legal-documents>, from participating in the “**Promotion**” and claiming the won prize. In these circumstances, XM shall not be liable for any consequences of the participation cancelation.

6. Eligible Affiliates / Introducers of Business who have been disqualified lose their right to claim the prize offered.
7. If any of “**Promotion**” 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 and CFD trading involve a significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at XM’s website.