TERMS & CONDITIONS
DEPOSIT BONUS PROMOTION

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A. Introduction

1. TPXMGLOBAL Kenya Limited operating under the trading name XM is a non-dealing online foreign exchange broker regulated and authorized by the Capital Markets Authority ("**CMA**") in Kenya (hereinafter called the "**Company**" or "**XM**").

2. The "***Deposit Trading Bonus Program***" (hereinafter the "***Deposit Trading Bonus Program***") 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 the Company's 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 Program***" may be offered by the Company, from time to time, to clients who open real trading accounts with the Company (Ultra Low and Swap-Free trading accounts are not eligible to participate in the "***Program***"), in cases where such clients are referred to the Company via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that the Company may be running from time to time on such specific websites and/or social network sites.

3. The Company, at its absolute discretion, offers the "***Deposit Trading Bonus Program***" to any Client(s) and/or any countries/regions, as it deems appropriate and for as long as the Company 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 Program***". Without limiting the foregoing, participation in the "***Deposit Trading Bonus Program***" 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 Program".***

5. Participation of "***Intermediaries/Related Parties***" in the "***Deposit Trading Bonus Program***" is prohibited. If the registration and / or trading data of a participant in the "***Deposit Trading Bonus Program***" corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "***Deposit Trading Bonus Program***", the Company 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 Program***", 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 Program***", 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 Program***"; 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 Program***", 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 the Company and/or with the specific

websites and/or social network sites on which the Company 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 Program***" is offered, are not allowed to participate in the offer.

C. Specific "Deposit Trading Bonus Program" Terms

1. Eligible Clients, who meet the criteria set forth herein are able to receive trading bonuses equal to:

   a) ***100%*** on the amount of their any subsequent deposit(s) that is made in their real Account(s) with the Company, provided that the maximum amount of any such trading bonus awarded to any particular Eligible Client will be limited to a maximum amount of ***USD 200-*** (or currency equivalent), per Eligible Client.

   b) ***50%*** on the amount of their any subsequent deposit(s) that is made in their real Account(s) with the Company, provided that the maximum amount of any such trading bonus awarded to any particular Eligible Client will be limited to a maximum amount of ***USD 500-*** (or currency equivalent), per Eligible Client.

   c) ***20%*** on the amount of their any subsequent deposit(s) that is made in their real Account(s) with the Company, provided that the maximum amount of any such trading bonus awarded to any particular Eligible Client will be limited to a maximum amount of ***USD 5,000-*** (or currency equivalent), per Eligible Client.

   d) Total amount of trading bonus(es) accumulated due to participation in this "***Deposit Trading Bonus Program***" promotion is set to ***USD 5,700-*** (or currency equivalent), per Eligible Client.

   Table of example of this "***Deposit Trading Bonus Program***":

Your deposit	Trading bonus applied	Your trading bonus	Trading capital balance
$5	100% on $5	$5	$10.00
$500	100% on $200 + 50% on $300	$200.00 + $150.00 = $350	$850.00
$1,000	100% on $200 + 50% on $800	$ 200.00 + $400.00 = $600	$1,600.00
$2,000	100% on $200 + 50% on $1,000 + 20% on $800	$200.00 + $500.00 + $160.00 = $860	$2,860.00
$10,000	100% on $200 + 50% on $1,000 + 20% on $8,800	$200.00 + $500.00 + $1760.00= $2,460.00	$12,460.00
$30,000	100% on $200 + 50% on $1,000 + 20% on $28,800	$200.00 + $500.00 + $5000.00= $5,700.00	$35,700.00

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 Program***" applies to all clients who open a real Account with the Company in accordance with the rules set herein and granted trading bonuses may be used for trading purposes only and cannot be withdrawn.

3. 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:

4. In the event of internal transfers between trading accounts with XM, trading benefits previously credited

to sending account will be moved proportionally to the percentage of transferred balance into receiving account. No new / additional trading bonuses will be credited upon internal transfer to receiving account.

Deposit Amount	Trading Bonus Amount	Profits/Losses generated from trading	Balance available for withdrawal	Amount of requested withdrawal	Amount of trading bonus removal
USD 1,000	USD 200 (100% on USD 200) + 400 (50% on USD 800)	-	USD 1,000	USD 250 (25% on USD 1,000)	USD 150 (25% on USD 600)
USD 1,000	USD 200 (100% on USD 200) + 400 (50% on USD 800)	+ USD 2,000	USD 3,000	USD 100 (10% on USD 1,000)	USD 60 (10% on USD 600)
USD 2,000	USD 200 (100% on USD 200) + USD 500 (50% on USD 1,000) + USD 160 (20% on USD 800)	- USD 500	USD 1,500	USD 900 (60% on USD 1,500)	USD 516 (60% on USD 860)

5. In the case where the bonus awarded from a single deposit does not reach the maximum limit of USD 5,700 (i.e., 100% up to USD 200, 50% up to 500% and 20% up to USD 5,000 totaling USD 5,700), as referred to in point C.1 (a) above, the remaining balance of the maximum bonus can be claimed through subsequent deposits. Such remaining bonus balance can be claimed on any future deposit(s) until the total bonus reaches the USD 5,700 limit.

6. In case that receiving account is not eligible for trading benefits, amount of trading benefits deducted from sending account will not be credited into receiving account and therefore that proportion of trading bonuses will be nullified.

7. Trading bonuses cannot be separately transferred between, or from Eligible Clients' real trading Accounts with the Company.

8. In the event that any Eligible Client maintains open positions in the trading account(s) during the submission of a withdrawal request or of internal transfer, the same conditions apply to the bonuses as the above clauses. More specifically, the submission of a withdrawal request or an internal transfer will cause the removal of any previously awarded trading bonus(es) proportionally to the percentage of the requested amount of the withdrawal over the available balance combined with the Open Profit & Loss of the Eligible Client's trading account.

9. The Company reserves the right, at its sole discretion:

   a) to decline registration of any participant in the "***Deposit Trading Bonus Program***"; and
   b) disqualify any participant in the "***Deposit Trading Bonus Program***" who tampers or attempts to tamper with the operation of any of our Terms and Conditions of our Promotional Programs and/or breaches these terms and/or any of the "***XM Business Terms and Policies***" set forth on the Company's website.

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

10. The Company reserves the right, at its reasonable discretion, to discontinue the offering of this "***Deposit Trading Bonus Program***" to any of its clients, without having to explain the reasons. Such clients will be informed via email.

11. Clients may opt-out from the "***Deposit Trading Bonus Program***" whenever they wish. Please send your request at the following email address: nobonus@xmglobal.com and the relevant department will

process your request and inform you accordingly.

12. The Company reserves the right to alter, amend or terminate the "***Deposit Trading Bonus Program***" or any aspect of it at any time. Prior notice of such changes will be given to clients and the Company will post any such changes on its website. It is recommended that participants in the "***Deposit Trading Bonus Program***" consult these Terms & Conditions on the Company's website regularly. Please note that taking part in the "***Deposit Trading Bonus Program***" constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

13. Any indication or suspicion, in the Company's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to 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 the Company and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, the Company reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's real trading Account(s) with the Company, cancel all orders and annul all profits of such participant. In these circumstances, the Company shall not be liable for any consequences of the trading bonus cancelation, including, but not limited to, order(s) closure by Stop Out.

14. 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 the Company.

15. This promotion may be redeemed only once by any Eligible Client.

16. The "***Deposit Trading Bonus Program***" is not applicable for holders of Ultra Low and Swap-Free trading account(s).

17. Taking part in the "***Deposit Trading Bonus Program***" constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on the Company's website.

18. The "***Deposit Trading Bonus Program***" is available for a limited period of time only, as indicated in the rules of engagement of the specific promotion, and/or survey of which the "***Deposit Trading Bonus Program***" is mentioned to be a part.

19. "***Deposit Trading Bonus Program***" terms shall be governed by and construed in accordance with the Laws of Kenya. Any dispute or situation not covered by these terms will be resolved by the Company 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.

20. If any of "***Deposit Trading Bonus Program***" 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 the Company's website.