



**XM**

[WWW.XM.COM](http://WWW.XM.COM)

**TERMS AND CONDITIONS**



## TERMS AND CONDITIONS BONUS SCHEME

### A. Introduction

1. Trading Trading Point of Financial Instruments Ltd operating under the trading name XM, is a Cypriot Investment Firm (CIF) registered with the Registrar of Companies in Nicosia under number: HE 251334, and regulated by the Cyprus Securities & Exchange Commission ("CySEC") under license number 120/10 (hereinafter called the "Company").
2. XM is operating in accordance with the Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC, as the same may be in force from time to time and modified or amended from time to time (the "Markets in Financial Instruments Directive (2004/39/EC)" or "MiFID").
3. The "**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 "**Bonus Scheme**" is available only for clients residing and/or located, or, in the case of legal entities formed, incorporated or domiciled, in Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, UAE, Germany, Canada, Singapore, South Africa, United Kingdom, Spain, France, Switzerland, Hungary, Italy, Brunei, Malaysia, Poland, Portugal, Thailand and Turkey.
3. The "**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.
4. XM, at its absolute discretion, offers the "**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.
5. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "**Bonus Scheme**". Without limiting the foregoing, participation in the "**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 "Bonus Scheme".**
6. Participation of "**Intermediaries/Related Parties**" in the "**Bonus Scheme**" is prohibited. If the registration and / or trading data of a participant in the "**Bonus Scheme**" corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "**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 "**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 “**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 “**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 “**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.
7. 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 “**Bonus Scheme**” is offered, are not allowed to participate in the offer.

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

1. Eligible Clients, who meet the criteria set forth herein are able to receive Bonuses equal to :
- a) **100%** 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 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 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 Bonus(es) accumulated due to participation in this “**Bonus Scheme**” promotion is set to **5,000USD,-** (or currency equivalent), per Eligible Client.

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

YOUR DEPOSIT	BONUS APPLIED	YOUR BONUS	TRADING CAPITAL BALANCE
\$5	100% on \$5	\$5.00	\$10.00
\$500	100% on \$500	\$500	\$1,000
\$1,000	100% on \$500 +20% on \$500	\$500 + \$100 = \$600	\$1,600
\$5,000	100% on \$500 +20% on \$4,500	\$500 + \$900 = \$1,400	\$6,400
\$10,000	50% on \$500 +20% on \$9,500	\$500 + \$1,900 = \$2,400	\$12,400
\$20,000	50% on \$500 +20% on \$19,500	\$500 + \$3,900 = \$4,400	\$24,400
\$23,000	50% on \$500 +20% on \$22,500	\$500 + \$4,500 = \$5,000	\$28,000

### D. General Terms

1. Please note that it may take up to 24 hours before any bonus is added to the account of an Eligible Client who



meets all of the criteria set forth herein.

2. The **“Bonus Scheme”** applies to all clients who open real Account with XM in accordance with the rules set herein and granted 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 immediately nullify all previously awarded Bonus(es) and will cause all previously awarded Bonus(es) to be withdrawn from the respective Eligible Clients real Account with XM.
4. In the event of internal transfers between trading Accounts with XM, bonuses previously credited to sending account will be moved proportionally to the percentage of transferred balance into receiving account. No new / additional bonuses will be credited upon internal transfer to receiving account. In case that receiving account is not eligible for bonuses, amount of bonuses deducted from sending account will not be credited into receiving account and therefore that proportion of bonuses will be nullified.
5. Bonuses cannot be separately transferred between, or from Eligible Clients’ real trading Accounts with XM.
6. XM reserves the right, at its sole discretion, to decline registration of any participant in the **“Bonus Scheme”** and further reserves the right to disqualify any participant in the **“Bonus Scheme”** who tampers or attempts to tamper with the operation of the **“Bonus Scheme”**, or breaches these terms and/or any of the **“XM Business Terms and Policies”** set forth on XM’s Website at the following URL: <http://www.xm.com/legal-documents>. 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.
7. XM reserves the right, at its sole discretion, to alter, amend or terminate the **“Bonus Scheme”**, or any aspect of it, at any time. In such a case, XM informs the clients appropriately and in advance by posting any changes on XM’s Website. It is recommended that participants in the **“Bonus Scheme”** consult these Terms & Conditions on the XM Website regularly. Please note that taking part in the **“Bonus Scheme”** and or continued use of the XM Website and the services offered by XM constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
8. In the event that a participant no longer wishes to participate in the **“Bonus Scheme”** he may opt-out of the **“Bonus Scheme”** by sending such a request via email and our competent department will process the request and inform the said participant.
9. 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 Bonus without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited bonuses of the Eligible Client’s real trading Accounts with XM and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, XM reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client’s real trading Account(s) with XM, cancel all orders and annul all profits of such participant. In these circumstances, XM shall not be liable for any consequences of the bonus cancelation, including, but not limited to, order(s) closure by Stop Out.
10. In the event that Account becomes Dormant all previously awarded Bonus(es) will be immediately withdrawn from the respective Eligible Clients real Account with XM.
11. No partner’s commissions are paid for trading on Bonus funds.
12. This promotion may be redeemed only once by any Eligible Client.



13. Taking part in the “*Bonus Scheme*” constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on XM’s Website at the following URL: <http://www.XM.com/legal-documents>.
14. “*Bonus Scheme*” terms shall be governed by and construed in accordance with the Laws of the Republic of Cyprus. Any dispute or situation not covered by these terms will be resolved by XM 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.
15. If any of “*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. It is important that Eligible Clients are aware that their risks are not limited to their deposit(s) and that by making a qualifying trade it is possible to lose more than the deposit. In some circumstances, losses may be considerably more than any initial or minimum deposit. For the full risk disclosure please visit XM’ Website at the following URL: <http://www.XM.com/legal-documents>.