



# TERMS AND CONDITIONS DEPOSIT TRADING BONUS PROGRAMS



## TERMS AND CONDITIONS - DEPOSIT TRADING BONUS PROGRAMS

### 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 (hereinafter called the "**Company**" or "**XM**").
2. The "**Deposit Trading Bonus Programs**" (hereinafter the "**Deposit Trading Bonus Programs**") 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 Programs**" may be offered by the Company, from time to time, to clients who open real trading accounts with the Company (Ultra Low, Swap-Free and Shares 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 Programs**" to any Client(s) it deems appropriate and for as long as the Company deems to provide it.
4. In order for the "**Deposit Trading Bonus Programs**" to be activated Eligible Client(s) will need to meet specific trading requirements and/or trading volume performed through their real trading account(s). The specific trading requirements and/or trading volume to be met can be found on the Company's platform.
5. For the purposes of the "**Deposit Trading Bonus Programs**" eligible lots are calculated based on the credit over equity ratio of your real trading account. Please see the example below as reference:

*Credit over Equity Ratio Calculation:  $\text{Equity} - \text{Credit} / \text{Equity}$*

*E.g. Balance: 1,000 USD, Credit: 100 USD, Equity: 1,100 USD = Ratio: 91%*

*1 Lot GOLD = 0.91 Eligible Cashback Lots.*

6. Subject to Section B.4. and B.5. above, only clients whose trades have a duration more than five (5) minutes are eligible to participate in the "**Deposit Trading Bonus Programs**". For the purposes hereof, duration is considered the time between opening and closing of a trade.
7. Subject to Section B.4. and B.5. above, trading with bonus will not be considered as eligible trading. For example, a client deposits USD 100 in his/her XM real trading account and receives 100% bonus on the deposited amount (i.e. USD 100). The client opens a trade of standard lot of EUR / USD with leverage 500:1 and required margin USD 200. Since, USD 100 of the requested margin is bonus (i.e. 50% of USD 200), only the 0.5 lot of the client's trade is eligible for the "**Deposit Trading Bonus Programs**".
8. For the purposes of the "**Deposit Trading Bonus Programs**" "**Trade Volume**" is calculated by using the following formula:

- *Forex Trading:*

*Trade Volume in USD (or currency equivalent) = Number of Lots Traded x Contract Size x Conversion Rate*



from the Pair's Margin Currency to USD.

- **Other Instruments:**

*Trade Volume in USD (or currency equivalent) = Number of Lots Traded x Contract Size x Current Instrument's Price x Conversion Rate from the Symbol's Margin Currency to USD.*

9. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the **"Deposit Trading Bonus Programs"**. Without limiting the foregoing, participation in the **"Deposit Trading Bonus Programs"** 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 Programs"**.
10. Participation of **"Intermediaries/Related Parties"** in the **"Deposit Trading Bonus Programs"** is prohibited. If the registration and / or trading data of a participant in the **"Deposit Trading Bonus Programs"** corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the **"Deposit Trading Bonus Programs"**, 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 Programs"**, 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 Programs"**, 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 Programs"**; 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 Programs"**, 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.
11. 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 Programs"** is offered, are not allowed to participate in the offer.

### **C. 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. Each **"Deposit Trading Bonus Programs"** applies to all clients who open 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.
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.
5. 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.



6. Only trades with a duration of more than five (5) minutes are considered eligible for the purposes hereof, where the duration is defined as the time between the opening and closing of a trade.
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 Programs"**; and
  - b) disqualify any participant in the **"Deposit Trading Bonus Programs"** 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 Programs"** 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 Programs"** whenever they wish. Please send your request at the following email address: [nobonus@xmglobal.com](mailto: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 Programs"** 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 Programs"** consult these Terms & Conditions on the Company's website regularly. Please note that taking part in the **"Deposit Trading Bonus Programs"** 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. No partner's commissions are paid for trading on trading bonus funds.
16. This promotion may be redeemed only once by any Eligible Client.
17. The **"Deposit Trading Bonus Programs"** are not applicable for holders of Ultra Low, Swap-Free and Shares trading account(s).



18. Taking part in the ***"Deposit Trading Bonus Programs"*** constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on the Company's website.
19. The ***"Deposit Trading Bonus Programs"*** 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 Programs"*** is mentioned to be a part.
20. ***"Deposit Trading Bonus Programs"*** terms shall be governed by and construed in accordance with the Laws of Belize. 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.
21. If any of ***"Deposit Trading Bonus Programs"*** 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.

#### **D. 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.