



**TERMS AND CONDITIONS
LOYALTY SCHEME**

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A. Introduction

1. 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 "**Loyalty 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 "**Loyalty 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 absolute discretion, offers the "**Loyalty 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 "**Loyalty Scheme**". Without limiting the foregoing, participation in the "**Loyalty 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 "Loyalty Scheme"**.
5. Participation of "**Intermediaries/Related Parties**" in the "**Loyalty Scheme**" is prohibited. If the registration and / or trading data of a participant in the "**Loyalty Scheme**" corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "**Loyalty 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 "**Loyalty 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 "**Loyalty 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 "**Loyalty 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 "**Loyalty 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 **"Loyalty Scheme"** is offered, are not allowed to participate in the offer.

C. Specific "Loyalty Scheme" Terms

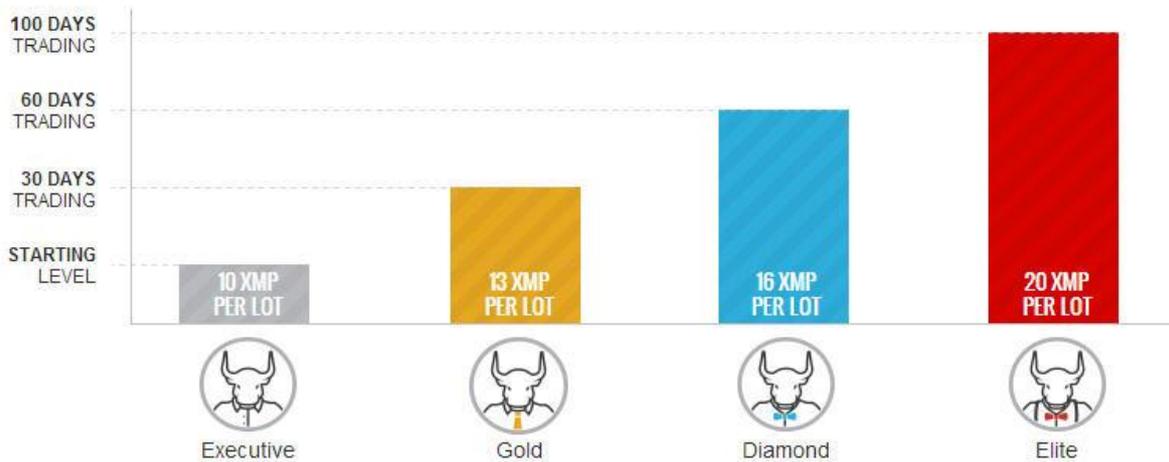
1. Eligible Clients, who meet the criteria set forth herein are able to participate in XM Loyalty Program and earn XM points ("**XMP**"), which will be calculated according to traded volume with special multiplier set respectively to following Loyalty Statuses:
 - a) **"Executive Level"** – **10XMP** per every round turn standard lot traded and or **0.10XMP** per every round turn micro lot traded.
 - b) **"Gold Level"** – **13XMP** per every round turn standard lot traded and or **0.13XMP** per every round turn micro lot traded.
 - c) **"Diamond Level"** – **16XMP** per every round turn standard lot traded and or **0.16XMP** per every round turn micro lot traded.
 - d) **"Elite Level"** – **20XMP** per every round turn standard lot traded and or **0.20XMP** per every round turn micro lot traded.
2. Round turn trade will be considered as invalid to generate XM points ("**XMP**") in XM Loyalty Program, in the event when its duration will be equal or shorter than 10 minutes.
3. Eligible Clients may refer their friends to XM and the eligible clients as well as the friend(s) referred will be rewarded with 150XMP, if the following requirements are met:
 - Your friend(s) must open an XM Real Account and, according to their country of residence, may be required to trade either 1 or 5 standard round turn lots using deposited funds;
 - The position must be held for more than 10 minutes.

Please note the following:

- If the friend(s) referred reside in Bangladesh, Egypt, Brazil, Pakistan, Nigeria, Sri Lanka, Kenya, Ukraine or Russia, they must trade 5 standard round turn lots. Friend(s) referred who reside in a country other than those mentioned herein must trade 1 standard round turn lot using deposited funds
- You are allowed to refer only 3 friends every 24 hours
- You are not allowed to refer the same friend more than once
- You cannot invite existing XM account holders
- Persons referred will need to follow the link provided by XM via email within five days from the receipt of the email and successfully open and validate a real trading account

Please also note that the link expires after five days from the receipt of the email.

4. Eligible Clients with their first deposit are promoted to **"Executive Level"** – further promotions depend on cumulated number of traded (business) days according to the following diagram:



- Eligible Clients will be demoted to “**Executive Level**” in case of trading inactivity (business) days according to the same principle applied in direction of promoting.

Example: It takes 100 active trading days in order to reach “**Elite Level**”, therefore it takes 100 days of trading inactivity in order to be demoted to “**Executive Level**”. Clients are always demoted to “**Executive Level**”, there is no gradual demotion like from “**Elite**” to “**Diamond Level**”.

- In the event of demotion to “**Executive Level**” all previously earned XM points (“**XMP**”) are lost and therefore XMP count is reset to “0”. Recovery of the lost XMPs is not possible, however new XMPs will be earned according to Loyalty Status and trading volume instantly once trading is recommenced.
- Any earned XM points (“**XMP**”) can be redeemed by dedicated functionality in Members Area anytime and credited to any of Eligible Clients’ Account(s) as Trading Bonuses (all Loyalty statuses) and /or Contest Credit Units (all Loyalty statuses) according to following formulae:

Bonuses:

BONUS

BONUS = XMP ÷ 3



Example: Your current balance is equal to 10,000 XMP. You decide to redeem 3,000 XMP as a **credit bonus**. By using the convenient Credit Bonus Redeem tool in the Members Area, the amount will be automatically converted to give you 1,000 USD as credit bonus, and leaving you with a new available balance of 7,000 XMP to be redeemed later.

Contest Credit Units:

CONTEST CREDIT

CONTEST CREDIT = XMP ÷ 20



Example: Your current balance is equal to 10,000 XMP. You decide to redeem 3,000 XMP as **contest credit units**. By using the convenient Contest Credit Unit Redeem tool in the Members Area, the amount will be automatically

converted to give you 150 USD in contest credit units, and leaving you with a new available balance of 7,000 XMP to be redeemed later.

8. Any earned XM points (“**XMP**”) can be additionally used in many other various promotions offered from time to time by XM.

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 “**Loyalty 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 Clients real Account(s) with XM will immediately nullify all previously awarded trading bonus(es) and will cause all previously awarded trading 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 trading bonuses will be credited upon internal transfer to receiving account. In case that receiving account is not eligible for trading bonuses, amount of trading bonuses deducted from sending account will not be credited into receiving account and therefore that proportion of trading bonuses will be nullified.
5. Trading bonuses cannot be separately transferred between, or from Eligible Clients’ real trading Accounts with XM.
6. XM reserves the right, at its reasonable discretion:
 - i. to decline registration of any participant in the “**Loyalty Scheme**”; and
 - ii. disqualify any participant in the “**Loyalty Scheme**” who tampers or attempts to tamper with the operation of the “**Loyalty Scheme**”, or breaches these terms and/or any of the “**XM Business Terms and Policies**” set forth on XM’s website.

Under no circumstances shall XM be liable for any consequences of any trading 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 discontinue the offering of this “**Loyalty Scheme**” to any of its clients. Such clients will be informed via email.
8. Clients may opt-out from the “**Loyalty Scheme**” whenever they wish. Please send your request at the following email address: nobonus@xm.com and the relevant department will process your request and inform you accordingly.
9. XM reserves the right to alter, amend or terminate the “**Loyalty 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 “**Loyalty Scheme**” consult these Terms & Conditions on the XM’s website regularly. Please note that taking part in the “**Loyalty Scheme**” constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
10. 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 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 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 trading bonus cancelation, including, but not limited to, order(s) closure by Stop Out.

11. 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.
12. No partner's commissions are paid for trading on trading bonus funds.
13. This promotion may be redeemed only once by any Eligible Client.
14. Taking part in the "**Loyalty Scheme**" constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on XM's website.
15. The "**Loyalty 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.
16. If any of "**Loyalty 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 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.

APPENDIX A

	Lots for 10 XM Points	Indicative value of 1 lot as of 17/05/2016(USD)	Value of Lots needed for 10 XM points in USD
Australia 200	26	3955.24	102836.13
China A50	11	9308.00	102388.00
EU Stocks 50	30	3345.46	100363.81
France 40	21	4928.06	103489.33
Germany 30	9	11361.64	102254.77
Hong Kong 50	39	2576.47	100482.41
Italy 40	5	20332.37	101661.86
Japan 225	654	153.05	100094.29
Netherlands 25	203	494.97	100479.25
Singapore Blue Chip	443	226.16	100187.76
Spain 35	11	9942.29	109365.14
Switzerland 20	13	8127.43	105656.53
UK 100	12	8948.41	107380.95
US Tech 100	23	4380.70	100756.10
Wall Street 30	6	17682.00	106092.00
US 500	49	2064.70	101170.30

Soft Commodities

US Cocoa	35	2916.00	102060.00
US Coffee	8	13335.00	106680.00
US Sugar	60	1682.00	100920.00
US Wheat	53	1893.20	100339.60
US Cotton	17	6149.00	104533.00
US Corn	64	1568.20	100364.80
US Soybeans	24	4270.00	102480.00

Energies

WTI Oil	21	4820.00	101220.00
WTI Oil Mini	208	482.00	100256.00
Natural Gas Futures	50	2017.00	100850.00
London Gas Oil	58	1734.60	100606.80
Brent	21	4917.00	103257.00

Metals

High Grade Copper	24	4192.80	100627.20
Palladium	17	5915.00	100555.00
Platinum	10	10539.00	105390.00