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LOYALTY PROGRAM TERMS AND CONDITIONS



LOYALTY PROGRAM - TERMS AND CONDITIONS

A. Introduction

- 1. Tradexfin Limited (formerly known as "Trading Point (Seychelles) Limited"), operating under the business name XMTRADING, is regulated by the Financial Services Authority in Seychelles ("FSA") and holds a Securities Dealer's License (Number SD010) (hereinafter the "Company" or "XMTRADING").
- 2. The "Loyalty Program" Terms and Conditions is an integral part of the "XMTRADING Business Terms and Policies" and provisions set herein are considered as an annex of all "XMTRADING 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 XMTRADING Clients who have satisfied the Eligibility Criteria for the offer ("*Eligible Clients*") as set out in the sections following hereinafter.
- 2. The "Loyalty Program" may be offered by XMTRADING from time to time to clients who open real trading accounts with XMTRADING, in cases where such clients are referred to XMTRADING via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that XMTRADING may be running from time to time on such specific websites and/or social network sites.
- 3. XMTRADING, at its reasonable discretion, offers the "Loyalty Program" to any Client(s) and/or any countries / regions as it deems appropriate and for as long as XMTRADING 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 "Bonus Program". Without limiting the foregoing, participation in the "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 "Bonus Program".
- 5. Participation of "Intermediaries/Related Parties" in the "Loyalty Program" is prohibited. If the registration and / or trading data of a participant in the "Loyalty Program" corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "Loyalty Program", XMTRADING 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 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 "Loyalty 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 "Loyalty 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 "Loyalty 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 XMTRADING and/or with the specific websites and/or social network sites on which XMTRADING may be running from time to time certain



specific promotions, contests and/or surveys, in the context of which access to the "Loyalty Program" is offered, are not allowed to participate in the offer.

C. Specific "Loyalty Program" Terms

- 1. Eligible Clients, who meet the criteria set forth herein are able to participate in XMTRADING Loyalty Program and earn XMTrading points ("XMP"), which will be calculated according to traded volume with special multiplier set respectively to following Loyalty Statuses:
 - a) "Executive Level" 7XMP per every round turn standard lot traded and/or 0.07XMP per every round turn micro lot traded.
 - b) "Gold Level" 10XMP per every round turn standard lot traded and/or 0.10XMP per every round turn micro lot traded.
 - c) "Diamond Level" 13XMP per every round turn standard lot traded and/or 0.13XMP per every round turn micro lot traded.
 - d) "Elite Level" 16XMP per every round turn standard lot traded and/or 0.16XMP per every round turn micro lot traded.
- 2. Round turn trade will be considered as invalid to generate XMTrading points ("XMP") in XMTRADING Loyalty Program, in the event when its duration will be equal or shorter than 10 minutes.
- 3. The "Loyalty Program" is only available for Standard and Micro trading accounts. XMTrading Zero trading accounts are not eligible to participate in the "Loyalty Program".
- 4. Eligible Clients may refer their friends to XMTRADING and both will be rewarded with 150XMP, if the following requirements are met:
 - Your friend must open an XMTRADING Real Account and trade one (1) standard round turn lot using deposited funds; and
 - The position must be held for more than ten (10) minutes.

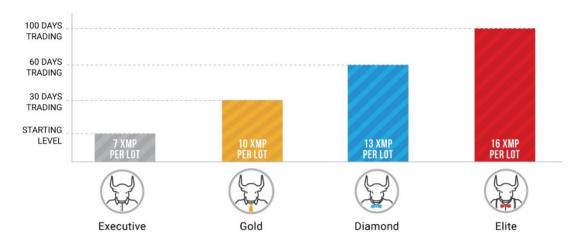
Please note the following:

- You are allowed to refer only three (3) friends every 24 hours;
- You are not allowed to refer the same friend more than once;
- You cannot invite existing XMTRADING account holders;
- Persons referred will need to follow the link provided by XMTRADING via email within five (5) days from the receipt of the email and successfully open and validate a real trading account
- If the referred friend, following the link mentioned above, opens an XMTrading Zero trading account he/she will not be able to receive the 150XMP (i.e. XMTrading Zero trading accounts are not eligible to participate in the "Loyalty Program").
- If the referred friend does not have any trading activity in the account opened via the link provided, then the trading activity in other trading accounts of the referred friend will not be taken into consideration for the calculation of the trading volume.

Please also note that the link expires after five (5) days from the receipt of the email.

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





6. Eligible Clients will be <u>demoted</u> to "**Executive Level**" in case of trading inactivity according to the same principle applied in direction of promoting (e.g. trading inactivity for 30 business days, 60 business days, etc.).

Example: It takes 100 <u>active</u> business days in order to reach "*Elite Level*", therefore it takes 100 days of trading <u>inactivity</u> 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*".

- 7. In the event of demotion to "Executive Level" all previously earned XMTrading 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.
- 8. Eligible Clients who are at the "*Executive Level*" and are inactive (i.e. no trading activity) for forty-two (42) consecutive business days will lose any previously awarded XMTrading points ("*XMP*").
- 9. Any earned XMTrading 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) according to following formula:

Credit:



Example: Your current balance is equal to 10,000 XMP. You decide to redeem 3,000 XMP as a **credit**. By using the convenient Credit Bonus Redeem tool in the Members Area, the amount will be <u>automatically converted</u> 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.

10. Any earned XMTrading points ("XMP") can be additionally used in many other various promotions offered from time to time by XMTRADING.

D. General Terms

1. Please note that it may take up to <u>24 hours</u> before any bonus is added to the account of an Eligible Client who meets all of the criteria set forth herein.



- 2. The "Loyalty Program" is only available for Standard and Micro trading accounts. XMTrading Zero trading accounts are not eligible to participate in the "Loyalty Program".
- 3. The "Loyalty Program" applies to all clients who open real Account with XMTRADING in accordance with the rules set herein and granted trading bonuses may be used for trading purposes only and cannot be withdrawn.
- 4. Any withdrawal of funds from an Eligible Client's real Account(s) with the Company will cause the removal of the previously awarded Credit proportionally to the percentage of the requested amount of the withdrawal from the respective Eligible Client's real Account with the Company. Below you can find some examples for your better understanding:

Example 1:

Redeemed XMP	Credit Received	Profits generated from trading with the Credit	Balance available for withdrawal	Amount of requested withdrawal	Amount of Credit removal
3,000	USD 1,000 (3,000 ÷ 3 = USD 1,000)	USD 1,500	USD 1,500	USD 750 (50% on USD 1,500)	USD 500 (50% on USD 1,000)

Example 2:

Redeemed XMP	Credit Received	Profits generated from trading with the Credit	Deposit Amount	avallanie tor	Amount of requested withdrawal	Amount of Credit removal
900	USD 300 (900 ÷ 3 = USD 300)	USD 200	USD 300	USD 500	USD 225 (45% on USD 500)	USD 135 (45% on USD 300)

- 5. In the event of internal transfers between trading Accounts with XMTRADING, trading 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.
- 6. Trading Bonuses cannot be separately transferred between, or from Eligible Clients' real trading Accounts with XMTRADING.
- 7. XMTRADING reserves the right, at its reasonable discretion:
 - i. to decline registration of any participant in the "Loyalty Program"; and
 - ii. disqualify any participant in the "Loyalty Program" who tampers or attempts to tamper with the operation of the "Loyalty Program" or breaches these terms and/or any of the "XMTRADING Business Terms and Policies" set forth on XMTRADING's website.

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

- 8. XMTRADING reserves the right, at its reasonable discretion, to discontinue the offering of this "Loyalty Program" to any of its clients, without having to explain the reasons. Such clients will be informed via email.
- 9. Clients may opt-out from the "Loyalty Program" whenever they wish. Please send your request at the



following email address: nobonus@xmtrading.com and the relevant department will process your request and inform you accordingly.

- 10. XMTRADING reserves the right to alter, amend or terminate the "Loyalty Program" or any aspect of it at any time. It is recommended that participants in the "Loyalty Program" consult these Terms & Conditions on the XMTRADING's website regularly. Please note that taking part in the "Loyalty Program" constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
- 11. 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 trading bonuses of the Eligible Client's real trading Accounts with XMTRADING and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, XMTRADING reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's real trading Account(s) with XMTRADING, cancel all orders and annul all profits of such participant. In these circumstances, XMTRADING shall not be liable for any consequences of the bonus cancelation, including, but not limited to, order(s) closure by Stop Out.
- 12. 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 XMTRADING.
- 13. No partner's commissions are paid for trading on trading bonus funds.
- 14. This promotion may be redeemed only once by any Eligible Client.
- 15. Taking part in the "Loyalty Program" constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on XMTRADING's website.
- 16. The "Loyalty 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 "Loyalty Program" is mentioned to be a part.
- 17. The "Loyalty Program" terms shall be governed by and construed in accordance with the Laws of Seychelles. Any dispute or situation not covered by these terms will be resolved by XMTRADING 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.
- 18. If any of "Loyalty 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 XMTRADING's website.



APPENDIX A

	Lots for 7 XMTrading Points	Indicative value of 1 lot (USD)	Value of Lots needed for 7 XMTrading points in USD
Australia 200	35	2,881	100,833
China A50	7	14,576	102,032
EU Stocks 50	35	2,866	100,322
France 40	22	4,484	98,653
Germany 30	10	10,162	101,619
Greece 20	70	1,436	100,544
Hong Kong 50	27	3,671	99,130
Italy 40	6	17,970	107,820
Japan 225	457	219	99,895
Netherlands 25	205	489	100,203
Singapore Blue Chip	531	188	99,969
Spain 35	14	7,045	98,628
Switzerland 20	9	10,914	98,222
UK 100	16	6,203	99,250
US Tech 100	11	8,796	96,752
Wall Street 30	5	19,561	97,804
US 500	43	2,345	100,823
USDX	104	963	100,160
Poland 20	296	338	100,066

Soft Commodities					
US Cocoa	40	2,523	100,920		
US Coffee	8	12,865	102,920		
US Sugar	74	1,344	99,456		
US Wheat	45	2,215	99,653		
US Cotton	19	5,344	101,536		
US Corn	65	1,542	100,230		
US Soybeans	26	3,804	98,899		
Energies					
WITLOS	0.0	4.405	400 400		
WTI Oil	86	1,165	100,190		
WTI Oil Mini	858	117	99,957		
Natural Gas Futures	47	2,146	100,862		
London Gas Oil	82	1,225	100,411		
Brent	51	1,971	100,521		



	Metals			
High Grade Copper	18	5,626	101,264	
Palladium	5	19,096	95,479	
Platinum	14	6,949	97,289	