TERMS AND CONDITIONS COMPETITIONS PROGRAM

TERMS AND CONDITIONS — XMTRADING COMPETITIONS PROGRAM

A. Introduction

1. XMTrading, operating by Tradexfin Limited, a Security Dealer Licensee, regulated and authorised by the Financial Services Authority ("***FSA***") in Seychelles with license number SD010, and Fintrade Limited, an Investment Dealer (Full Service Dealer excluding Underwriting) Licensee, regulated and authorized by the Financial Services Commission in Mauritius ("***FSC***") under the license number GB20025835 (hereinafter referred to as the "***Companies***" and/or "***XMTrading***").

2. The "***XMTrading Competitions Program***" (hereinafter referred to as the "***Program***"), sets out the complete terms and conditions governing the "***Program***" which is held through the XMTrading Portal and form an integral part of the "***XMTrading Business Terms and Policies***".

3. The "***Program***" is offered to XMTrading's Clients who meet the eligibility criteria, as those are described in Section B ("**Conditions of Eligibility**") herein below, and who, based on their trading performance and ranking, will earn various rewards and prizes.

B. Conditions of Eligibility

1. Subject to, and without prejudice to, all other Business Terms and Policies, the "***Program***" is available to XMTrading's Clients who have satisfied the Eligibility Criteria for the "***Program***" ("***Eligible Clients***") as set out in the clauses following hereinafter.

2. Through the "***Program***", several types of competitions may be introduced to the XMTrading Portal from time to time, as further explained in Section C below ("**Specific "Program" Terms**"). Each competition shall have its own specifications (e.g., certain period intervals) as shown on the XMTrading Portal.

3. The Eligibility Criteria for all types of competitions can be found therein.

4. XMTrading, at its absolute discretion, shall offer the "***Program***" to all new and existing Clients of selected countries that XMTrading deems to provide it and for as long as XMTrading deems to provide it (i.e., "Competition Period").

5. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "***Program***". Without limiting the foregoing, participation in the "***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 "*Program*".**

6. Each participant agrees that by registering for the "***Program***" they express their free, prior and informed consent for XMTrading to process any personal data which they provide while registering. The data is collected and processed only to such extent, which is necessary to administer and run the "***Program***". XMTrading shall disclose any data about registrants only to the extent stipulated in these terms and conditions. Each registrant has the right to withdraw their consent for processing of personal data at any time. However, such a withdrawal may at the reasonable discretion of XMTrading result in the disruption, suspension or termination of the participant's registration for participating in the "***Program***".

7. The "***Program***" is permitted for the real and demo accounts of a single client using a unique IP address. Multiple registrations of real and/or demo accounts from the same IP address are not permitted. Please refer to the eligibility requirements of each "***Program***" in section C below.

8. Participation of "***Intermediaries/Related Parties***" in the "***Program***" is prohibited. If the registration and/or trading data of a participant in the "***Program***" corresponds with the registration and/or trading information, including but not limited to IP address, of another participant in the "***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 "***Program***", including, without limitation:

a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;

b) any person or entity, who/which:

i. any participant in the "***Program***" directly or indirectly, through one or more intermediaries, controls;
ii. is controlled by any participant in the "***Program***"; or
iii. is under common control of any participant in the "***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 "***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.

9. 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 "***Program***" is offered, are not allowed to participate in the "***Program***".

10. The competitions introduced by the "***Program***" might have multiple tiers. An Eligible Client may participate in different tiers using different trading accounts. However, it is not possible to participate in one tier with multiple trading accounts.

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C. Specific "*Program*" Terms

1. The trading performance of Eligible Clients is calculated based on the following formula:

$$Performance = \frac{\text{EquityCurrent} - \text{EquityInitial}}{\text{EquityInitial}}$$

Where:
- EquityCurrent = The Eligible Client's equity at every evaluation interval
- EquityInitial = The Eligible Client's equity once the *Competition* is initiated

2. At each evaluation interval, the trading performance of all Eligible Clients participating in the *Competitions* is calculated approximately every ten (10) minutes and subsequently the ranking is sorted in descending order. That is, the higher the trading performance, the higher the ranking.

3. Eligible Clients that their trading performance is zero (0) due to their trading activity (i.e., no trades were placed during the *Competitions*) are excluded from the prizes, irrespective of the ranking.

4. In case two (2) or more Eligible Clients have the exact same trading performance and thus, the same ranking position, at the end of the *Competitions*, the prize will be shared equally among the Eligible Clients sharing the same ranking and trading performance.

Demo Competitions

5. Subject to Section B.4. above, the *Demo Competitions* are available to all new and existing clients of XMTrading who (a) at the time of entering the *Demo Competitions* and (b) once the competition is initiated, have a verified XMTrading profile.

6. Subject to Section C.5. above, the Eligible Clients that enter the *Demo Competitions* will be provided with a new demo trading account credited with a predetermined equity balance, that will be solely used for the registered *Demo Competition*. The said demo trading account will be available for initiating a trading activity only during the specific "*Competition Period*", as described in the XMTrading Portal under the relevant section "*Competitions*". Under no circumstances, the predetermined credited equity balance of the provided demo trading account will be withdrawable.

7. Eligible Clients who meet the eligibility conditions set in Section B and C.5. above, as well as all the eligibility and participation requirements set herein, will be able to participate in the *Demo Competitions* and get the chance to win the prizes, as described in the XMTrading Portal under the relevant section "*Competitions".*

8. Eligible Clients will have the chance to participate in the *Demo Competitions* during the "Competition Period" as this is shown in the XMTrading Portal under the relevant section "*Competitions".*

9. Subject to section C.1. above, the winners will be chosen based on the trading performance of the demo account which was created by XMTrading to enter the *Demo Competitions*.

10. The prizes for the winners will be added as balance in the winners' wallet, after the end of the *Demo Competitions*. The winners will be contacted via the official means of communication of the Companies (i.e., email) regarding the details of their prize.

11. Further to section C.10. above, for the calculation of the trading performance for the *Demo Competitions*, only the trading activity performed under the provided demo trading account for the specific *Demo Competition* will be considered. That is, the trading activity performed in any other demo trading accounts registered under the same email address will not be taken into consideration.

12. For the purposes of the "***Program***", Stop Out functionality, is the level at which a competitor is excluded from the competition. It is calculated as a percentage on the highest point of performance (i.e., max equity) and it is equal to 20% of the maximum equity of a Competitor. Particularly, if the maximum equity of a Competitor is USD 2,000 (or currency equivalent), then the Stop Out level will be USD 1,600 (or currency equivalent), if current equity drops below the Stop Out level, the competitor will be excluded. For the competitors' convenience, the Stop Out level is displayed at their respective performance chart.

D. General Terms

1. Sections C.1. to C.4 inclusive apply respectively to all the *XMTrading Competitions Program*.

2. Eligible Clients participating in the "***Program***" are advised to consult on a regular basis the XMTrading Portal and/or official website in order to receive up-to-date information in relation to the specifications of the "***Program***".

3. Eligible Clients understand and agree that for transparency purposes, the trading activity performed during the "***Program***" period should be available on the XMTrading Portal. Such trading activity includes, inter alia, the ranking, the country and the nickname of the Eligible Client, and the trading performance expressed as percentage.

E. Reservation of Rights and Disqualifications

1. XMTrading reserves the right, at its reasonable discretion, to reject the participation of any Eligible Client to the "***Program***", if such Client engages in any prohibited trading activities, as described in the Business Terms and Policies set forth on XMTrading's website.

2. XMTrading reserves the right, at its sole discretion, to reject registration of any participant in the "***Program***" and further reserves the right to disqualify any participant from the "***Program***" and decline any won Prizes from any participant who tampers or attempts to tamper with the operation of the "***Program***" or breaches these terms and/or any of the XMTrading's Business Terms and Policies set forth on XMTrading's website. Under no circumstances shall XMTrading be liable for any consequences of the participation cancelation and/or voiding, cancelling or declining any Prize and/or any bonus cancelation or decline, including, but not limited to, order(s) closure by Stop Out.

3. Taking part in the "***Program***" constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on XMTrading's website.

4. XMTrading reserves the right, at its reasonable discretion, to discontinue the offering of this "***Program***" to any of its Clients, without having to explain the reasons. Such Clients will be informed via email.

5. All Eligible Clients are permitted to only one registration per one (1) unique IP address. Multiple registrations from the same IP address are not permitted nor multiple registrations with same personal details. In such a case, XMTrading reserves the right to immediately exclude such persons from participating in the "***Program***".

6. Eligible Clients who have been disqualified lose their right to claim the prize offered.

7. The "***Program***" terms shall be governed by and construed in accordance with the applicable laws and regulation of Seychelles and/or Mauritius. 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 and/or in accordance with our Complaints Handling Procedure.

8. If any of "***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.

F. 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.