

GENERAL TERMS AND
CONDITIONS FOR NO DEPOSIT
TRADING BONUS
(WELCOME BONUS)

1. General

The No Deposit Trading Bonus (the "Welcome Bonus" or the "Bonus" or the "Promotion"), is offered by XS LTD ("XS" and/or the "Company") to its Clients. By participating in the Promotion, the Clients hereby acknowledge, confirm and accept to be bound by the following terms and conditions as these are set out below (the "Terms"), by XS's Client Services Agreement, by the respective Announcement(s) that shall be published from time to time on the Company's website, and by the general Account Opening Agreements.

These Terms are applicable for Clients of XS who meet the eligibility criteria and adhere by the conditions that are included herein and as per the supplementary documentation, as stated above, hereinafter referred to a "Eligible Clients".

2. Promotion Conditions

- 2.1. XS may offer the Bonus from time to time to client who open Trading Accounts with XS.
- 2.2. XS at its absolute discretion offers the Bonus to any Clients and/or any countries/regions as it deems appropriate and as long as XS deems to provide it.
- 2.3. The Bonus may be offered only to new Clients, and it is applicable only to the Clients' first Real Trading Account (the "Bonus Account") with XS.
- 2.4. Participation of Intermediaries/ Related Parties is prohibited.
- 2.5. In order to receive the Bonus, all Eligible Clients need to successfully complete their verification process through their client Area.
- 2.6. All Eligible Clients are permitted to hold only 1 (one) Bonus Account, multiple registrations are not permitted.
- 2.7. The Bonus may only be used for trading purposes and cannot be withdrawn.
- 2.8. Profits from trading on Bonus Account may be withdrawn as per the specified conditions of each specific Promotion as mentioned on the Bonus Page on XS' website.
- 2.9. The Bonus applied to the Real Accounts of the Eligible Clients, in accordance with the terms set forth herein, cannot be transferred between Real Trading Accounts held with XS.

- 2.10. The Bonus may have a time limit from the date of the opening of the Trading Account, by which time the Eligible Client must claim the Bonus before it is rendered unavailable.
- 2.11. The Bonus may have an expiry date on which the Bonus amount may be removed from the Bonus Account. The details will be indicated on the specific Promotion page on XS' website.
- 2.12. The Bonus may be convertible into cash after fulfilling the conditions specified in the specific Promotion page on XS' website.
- 2.13. Any withdrawal or transfer-out of funds from the Bonus Account will cause the removal of the previously awarded Trading Bonus either proportionally or in total as per the rules and conditions of the specific Promotion as indicated on XS' website.
- 2.14. This Promotion may be redeemed only once by an Eligible Client.

3. Fraudulent Activity

- 3.1. XS at its sole discretion can exclude a Client from participating in the Promotion, with immediate notice, and at any time:
 - i. if XS has reasonable grounds to believe that there is a valid misuse of this Promotion; and/or
 - ii. if a Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in line with this Promotion and applicable Terms; and/or
- iii. if a Client tampers or attempts to tamper with the operation of the Bonus; and/or
- iv. if an action by a Client is found to be in violation and/or in breach of these Terms and/ or XS's Client Services Agreement; and/or Account Opening Agreements and/or
- v. if a Client submits false ID documents and contact details during the verification procedure.

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

3.2. Any indication or suspicion, in XS's sole discretion, of any form or 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 Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited

3

trading bonuses of the Eligible Client's real Trading Accounts with XS and/or any and all transactions carried, at its sole discretion to close/ suspend (either temporarily or permanently) all such Eligible Client's real Trading Account(s) with XS, cancel all orders and annual all profits of such participant.

4. General Conditions and warranties

- 4.1. XS reserves the right at its own discretion and as it deems fit to alter, amend, suspend, cancel or terminate the Promotion at any time, without any prior notice or justification to the Client. Under no circumstances shall XS be liable for any consequences of any alteration, amendment, suspension, cancelation, or termination of the Promotion.
- 4.2. XS shall not be held responsible for any technical disruption, such as but not limited to weak internet connection, that could affect the result of the Promotion.
- 4.3. XS will not be liable for any adverse effects where an account has open positions or floating profit/loss which results in the Promotion being removed for any reason.
- 4.4. New accounts are subject to approval as per XS's Client Services Agreement. This Promotion is not an offer to any person to whom it would not be lawful.
- 4.5. By participating in the Promotion, Clients consent to their personal data being collected, processed, and used by XS for marketing and purposes.
- 4.6. This Promotion shall not encourage Clients to trade in a manner inconsistent with their trading comfort level. Clients should seek independent advice if necessary.
- 4.7. XS will not be liable for any loss, costs, expense, or damage suffered in connection with this Promotion.
- 4.8. Clients may opt out from the Bonus whenever they wish. Please send your request at the following email address: support@xs.com and the relevant department will process your request and inform you accordingly.
- 4.9. If any dispute and/or misrepresentation is made in relation to these Terms, such dispute and/or misrepresentation shall be resolved by XS, acting in good faith and as it shall in its sole and absolute discretion, be deemed fit and proper. XS's decision shall be final and binding.
- 4.10. The official language in which these Terms were drafted in, is the English language and XS will not be bound by any variation which may derive from the translation or either

part or of the whole Terms. Any information provided in any language will not have legal effect, nor XS will have any responsibility or liability regarding the correctness of such information.

If you have any questions regarding the Promotion, please contact us at <u>support@xs.com</u>.

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