

www.cmcmarkets.ca



MONTHLY TRADING REBATE TERMS AND CONDITIONS CMC MARKETS CANADA INC. APRIL 2024

- 1. These Monthly Trading Rebate Terms and Conditions (the "Rebate Terms and Conditions") are amended and restated effective from 22 April 2024 and are to be read in conjunction with CMC Markets Canada Inc. CFD Terms of Business and/or CMC Markets Canada Inc. MT4 Terms of Business, as applicable, and all related legal documents. Any references to Terms of Business shall mean either or both of them. Unless defined in these Rebate Terms and Conditions, capitalized terms used but not defined in these Rebate Terms and Conditions have the meaning set out in the Terms of Business.
- 2. The monthly rebates granted in accordance with these Rebate Terms and Conditions and the Multi-Asset Rebate Schedule (the "Schedule") are only available to clients of CMC Markets Canada. In order to qualify for monthly rebates, you must meet the minimum trading volume requirements (i.e.: notional value of Trades thresholds) for each asset class within a given month as specified in the Schedule.
- 3. The Schedule as made available on our Website sets out the mechanics by which monthly rebates will be calculated and credited and is hereby expressly incorporated into and forms a part of these Rebate Terms and Conditions.
- 4. For each calendar month for which you qualify for monthly rebates, we will calculate the notional value of the monthly Trades that you place within the relevant asset class(es) on the Platform during that calendar month. Following the end of that calendar month, we will credit your Account with a rebate amount calculated in accordance with these Rebate Terms and Conditions and the Schedule.
- 5. Subject to these Rebate Terms and Conditions, your rebate amount will usually be credited to your Account within the first few days of the following calendar month. Although the monthly rebates are usually paid within the first few days of the following calendar month, it may take longer to process the payment. CMC Markets Canada will not be liable for any direct or indirect loss caused by a delayed or missed rebate payment.
- 6. Rebates will be calculated daily in Canadian Dollars (CAD) in accordance with the Schedule, converted to your Account Currency (when applicable) using CMC Markets Canada's prevailing foreign exchange rate determined in its sole discretion and credited to your Account during the month following the calculation period. Notwithstanding the foregoing, the rebates under these Rebate Terms and Conditions shall only be due and owing at the point of crediting by CMC Markets Canada in its sole discretion.
- 7. CMC Markets Canada reserves the right to withdraw or amend its rebate program, the Schedule, and/or these Rebate Terms and Conditions at any time, without notice, at its sole discretion. Even



www.cmcmarkets.ca



repeated unconditional rebate payments do not constitute a commitment to make further payments in the future.

- 8. CMC Markets Canada reserves the right to cancel any rebate payments where, in CMC Markets Canada's view, transactions or Trades are made to manipulate the rebate process.
- 9. Rebates are subject to, and conditional upon, your compliance with these Rebate Terms and Conditions and the Terms of Business. In addition to any rights and remedies CMC Markets Canada may have, any breach or suspected breach of these Rebate Terms and Conditions and/or the Terms of Business will entitle CMC Markets Canada to stop paying any rebate immediately and without any prior notice and/or reclaim any rebate payments already paid under these Rebate Terms and Conditions.
- 10. Nothing in these Rebate Terms and Conditions limits CMC Markets Canada's ability to exercise its right in accordance with the Terms of Business.
- 11. The Schedule and/or any rebate payments should not form the basis of any decisions made in relation to potential Trades or Account activity. Furthermore, the Schedule and/or any rebate payment are not intended to limit your liability in respect of your Trades and may not be used to set-off any payment obligation you have to CMC Markets Canada.
- 12. A rebate payment cannot be used to satisfy your total margin requirement, until such time as the payment has been credited to your Account. Please note that normal rules and procedures in relation to an Account Close-Out will continue to apply and you should not rely on a rebate payment to prevent an Account Close-Out.
- 13. CMC Markets Canada's decision in any matter in relation to the rebates granted under the Rebate Terms and Conditions will be final and conclusive. All valuations and calculations for the purposes of any rebates granted will be determined by CMC Markets Canada and are final and binding.
- 14. Rebates will not be payable in respect of Trades that are subsequently voided, reversed, or cancelled by CMC Markets Canada in accordance with the Terms of Business and related documents. If a rebate has already been paid in respect of Trades that are subsequently voided, reversed, or cancelled by CMC Markets Canada, then CMC Markets Canada will deduct the rebates already paid in respect of such Trades from your Account.
- 15. To the extent there is a conflict between any bespoke rebate payments you may be receiving from CMC Markets Canada and these Rebate Terms and Conditions, the terms of any bespoke rebate payments shall prevail unless CMC Markets Canada informs you otherwise in writing.
- 16. CMC Markets Canada will not be liable to you in relation to this rebate offer (including for any losses arising as a result of use of this offer) and the limitation of liability provisions of the Terms of Business shall apply to this offer as if set out here in full. Additionally, CMC Markets Canada will not be liable for any direct or indirect loss caused by a delayed or missed rebate payment.



CMC Markets Canada Inc. 3550-81 Bay St. Toronto ON M5J 0E7 **T** 1866 884 2608 **F** 416 682 5099

E <u>clientmanagement@cmcmarkets.ca</u>

www.cmcmarkets.ca

17. These Rebate Terms and Conditions and any non-contractual obligations arising thereof are governed by and are interpreted in accordance with the laws of the province of Ontario and any applicable federal laws of Canada and any dispute arising out of or in connection with them, whether in contract or in tort, shall be of the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.