

Alpha Card Programme

CMC Markets Singapore Pte. Ltd.

Introduction

1. These terms and conditions (“**Terms**”) govern the Alpha Card Programme (“**Programme**”) operated by CMC Markets Singapore Pte. Ltd. (Company Registration No./UEN 200605050E) (“**CMC Markets**”).
2. CMC Markets may offer customers enrolled into the Programme (“**Members**”) certain benefits from time to time (“**Alpha Card Benefits**”), which may include discounts or other offers redeemable at participating partners (“**Alpha Card Partners**”). To access the Alpha Card Benefits, Members will need either a physical Member card (the “**Physical Card**”) or an e-membership card added to their Apple or Google wallet (the “**e-Alpha Card**”, the Physical Card or e-Alpha Card are both hereinafter collectively referred to as the “**Alpha Card**”). *Please note that, from 1 July 2024, CMC Markets has stopped issuing Physical Cards to new Members under this Programme.
3. CMC Markets is regulated by the Monetary Authority of Singapore.
4. Capitalised terms used but not defined herein have the meaning given to them in the CMC Markets Next Generation Terms of Business and MetaTrader4 Terms of Business, as the case may be and references to the Terms of Business (“**TOBs**”) below shall be construed accordingly.

Eligibility

5. The Programme is on an invitation-only basis in CMC Market’s sole discretion selected from customers of CMC Markets (“**Customers**”) who have satisfied the eligibility criteria set out in clause 5 below.
6. Members need to meet the following eligibility criteria on an ongoing basis to maintain their membership in the Programme:
 - a. the Customer has a live CFD Account (each an “**Account**”) on either of the CMC Markets Next Generation Platform or MetaTrader (MT4) Platform;
 - b. the Customer is an Alpha client of CMC Markets;
 - c. the Customer is an individual and is a resident of Singapore;
 - d. the Customer is not an immediate family member of an employee of CMC Markets or any other company within its group as determined by CMC Markets in its absolute discretion; and
 - e. such other criteria that CMC Markets may impose from time to time.

Membership Benefits

7. Members can access the list of Alpha Card Benefits by checking their e-Card in their Apple or Google Wallet, or refer to the website here: <https://www.cmcmarkets.com/en-sg/lp/alpha-card>. Alpha Card Benefits may also be emailed to Members by CMC Markets or by Alpha Card Partners from time to time. Any descriptions of Alpha Card Benefits communicated by CMC Markets are based solely on information supplied by Alpha Card Partners and CMC Markets will only on a best-efforts basis ensure that they are accurate as at the time of communication. Notwithstanding the foregoing, CMC Markets takes no responsibility and disclaims all

liability in relation to any communications (including any third-party communications) in respect of Alpha Card Benefits.

8. Alpha Card Benefits and Alpha Card Partners may change from time to time without notice.
9. Participation in the Programme is at CMC Markets' sole discretion. CMC Markets reserves the right to vary or cancel any membership in the Programme, and any of its member benefits, perks or any other description of the Programme and any Alpha Card at any time without notice or compensation.
10. All Alpha Card Benefits are subject to availability at CMC Markets' or the Alpha Card Partners' absolute discretion. CMC Markets takes no responsibility for any Alpha Card Benefits that are discontinued or otherwise unavailable.
11. To claim an Alpha Card Benefit, Members must present their Alpha Card and communicate to the Alpha Card Partner that he/she wishes to obtain a benefit under the Programme. Members acknowledge that they may be required to present an acceptable form of identification if requested by the Alpha Card Partner.
12. CMC Markets is not a party to any transactions entered into between the Member and an Alpha Card Partner and is not responsible for any such transactions. CMC Markets does not make any warranty or representation in relation to any product or services that is the subject of a benefit or perk provided under the Programme and disclaims all liability in relation to it.
13. Alpha Card Benefits are available to Members only and cannot be exchanged, sold, transferred, assigned or otherwise dealt with except with the consent of CMC Markets and no cash alternative will be offered in lieu of any Alpha Card Benefits.
14. Members shall be responsible for any and all taxes that may arise as a result of the enrolment in the Programme or any benefit thereunder being awarded, received, accepted or used to/by such Member.
15. A Member must only use the Programme, Alpha Card and Alpha Card Benefits for personal and non-commercial purposes and the any QR code provided must not be published or distributed.
16. All Members shall keep these Terms, the Alpha Card Benefits and any Alpha Card Partners confidential and shall not disclose it to any third parties.

The Alpha Card

17. Members acknowledge and agree that an e-Alpha Card (when issued to them) is maintained by an independent third-party vendor on behalf of CMC Markets and all content, information, materials, services and functions in relation to it is provided on an "as is" and "as available" basis and CMC Markets accepts no responsibility and liability in relation to the availability and use of the e-Alpha Card (including through the e-wallet on their mobile phone). Members agree that it is their responsibility to make an independent assessment of the risks associated with downloading an e-membership card. CMC Markets expressly disclaims all liability and shall not be held in any way liable for any participant's activity in relation to the download and use of the e-Alpha Card.
18. When a Member has an e-Alpha Card issued to them, they agree that they shall comply at all times with the Passkit Inc. agreements and standards as set out at <https://passkit.com/legal/> as may be applicable to them.
19. If CMC Markets cancels a Member's enrolment in the Programme and such Member has a Physical Card issue to them, such Member undertakes to return the Physical Card to CMC Markets as soon as practicable, and in any event, not later than 14 business days after the date of cancellation.
20. CMC Markets reserves its rights to take action against any Member who uses an Alpha Card when their membership in the Programme has been suspended or cancelled, or otherwise without the express authority of CMC Markets including debiting their Account with CMC.

Referral

21. A Member may use the QR code on their Alpha Card to invite a new Customer to scan the QR code and apply for an Account with CMC Markets, on the terms and conditions as set out in this document.
22. A new Customer must be eligible to open an Account with CMC Markets and must not be an existing customer of CMC Markets.
23. A Member must not have a power of attorney or other authority to trade on the new Customer's Account.

Personal Data/ Marketing

24. CMC Markets collects personal information from Members in order to offer the Programme and issue the Alpha Cards. Members consent and authorise CMC Markets to collect, store, use and disclose the information provided by them or collected during or after the offer of membership in the Programme (including a Member's name and email address) for the purpose of or in connection with the Programme and ancillary purposes (including creating an account with Passkit Inc. on a Member's behalf for the e-Alpha Card). Information collected from a Member in relation to the Programme is further subject to CMC Market's Privacy and Cookies Policies at <https://www.cmcmarkets.com/en-sg/privacy>.
25. By enrolling in the Programme, Members consent to receiving marketing communications from time to time.
26. Members are responsible for keeping the information in their Account up to date including but not limited to their name, e-mail address, mobile phone number and date of birth.
27. Members may opt-out of receiving marketing communications by written notice to CMC Markets.

Legal

28. To the fullest extent permitted by law, no warranty of any kind, implied, express or statutory, including but not limited to any warranties of non-infringement of third-party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from virus, is given by CMC Markets in connection with the Programme, the Alpha Cards and associated benefits.
29. CMC Markets shall not be liable or in any way responsible to Members nor shall any Member have any claim against CMC Markets in respect of any damage, loss, costs or expense they may suffer arising from the Programme and the provisions of clause 7.3 of the TOBs shall apply to the Programme as if set out here in full.
30. Members agree that CMC Markets decisions in any matter in relation to the Programme will be final and conclusive. All valuations and calculations for the purposes of the Programme will be determined by CMC Markets and are final and binding.
31. Members accept and undertake full responsibility for all actions and transactions related to their use of the Programme and the Alpha Cards and will fully release from and indemnify CMC Markets and its officers, employees, agents and correspondents against all claims, demands, actions, proceedings, damages, losses, costs and expenses howsoever and by whomsoever sustained, suffered or incurred arising out of anything done or omitted to be done (whether intentionally or otherwise) pursuant to or in connection with such actions and transactions or as a result of any breach of these Terms and arising out of or in connection the Programme including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to any negligent act or omission or otherwise. .

32. Without limiting any general lien, right of set-off or other right to which CMC Markets may be entitled, CMC Markets shall have the right and is authorised to the fullest extent permitted by law, without notice to the Member or to any other person, to set-off and appropriate any credit balance in any currency on any Account (whether subject to notice or not) of the Members with CMC Markets wherever situate to which a Member may be beneficially entitled, whether alone or jointly, against any of their liabilities to CMC Markets under these Terms and the Programme.
33. Members agree that no failure or delay by CMC Markets in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by law. If any term or condition herein is or becomes illegal, invalid or unenforceable, then the remaining terms and conditions shall not be prejudiced thereby.
34. CMC Markets reserves the right to vary, suspend or cancel any of these Terms or the Programme at any time without prior notice and at its sole discretion, subject to applicable laws. Where CMC Markets varies these Terms, an updated copy of these Terms will be available on the CMC Markets' website here:
<https://www.cmcmarkets.com/en-sg/lp/alpha-card>.
35. These Terms constitute the entire agreement between CMC Markets and the Members regarding the Programme and supersedes all previous versions. CMC Markets has the final authority as to the interpretation of these Terms and as to any other questions or disputes regarding the Programme and the Alpha Card.
36. A person who is not a party to these Terms or is a Member has no right under the Contract (Rights of Third Parties) Act 2001 to enforce or enjoy any term contained in these Terms.
37. These Terms shall be governed by and construed in accordance with the laws of Singapore. Members hereby irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.

Risk Warning

38. Contracts for Difference ("CFDs") are leveraged products and carry a high level of risk to your capital as prices may move rapidly against you. Losses can exceed your deposits and you may be required to make further payments. These products may not be suitable for all clients and therefore ensure you understand the risk and seek independent advice. CFDs and Countdowns carry a level of risk to your capital as you could lose all of your investment. These products may not be suitable for all clients and therefore ensure you understand the risk and seeks independent advice. Invest only what you can afford to lose. Seek independent advice and consider our TOBs and Risk Warning Notice at [cmcmarkets.com/en-sg](https://www.cmcmarkets.com/en-sg).
39. This advertisement has not been reviewed by the Monetary Authority of Singapore.