

## **CMC Markets UK plc and CMC Spreadbet plc – Interest Scheme Terms and Conditions**

### **DEFINITIONS**

**“Available Equity”** shall have the same meaning set out in the Terms of Business.

**“CMC”** shall mean CMC Markets UK plc and CMC Spreadbet plc as applicable, and references below to “us”, “our” or “we” shall be construed accordingly.

**“Eligible Client”** shall mean a legal person (or persons in respect of a joint account) who has an existing CMC Account and satisfies all the below criteria in respect of that Account:

- a) the Account is enrolled in the CMC Alpha scheme and/or the client has been categorised by CMC as a ‘Professional Client’ within the meaning of the FCA Handbook;
- b) there has been an executed Trade or Bet (as applicable) or there has been an open Position on the Account in the 90 days preceding the day the Interest is earned;
- c) there is no provision of Negative Independent Margin or Negative Close-Out Level applied to the Account;
- d) the client has not been introduced to CMC by a third party (e.g. an introducing broker, a money manager etc.) within the meaning of ‘Introduced Business’ in the applicable Terms of Business; and
- e) the client is not receiving investment or corporate brokerage services from CMC or the Account is not designated as an investment or corporate brokerage account.

**“EOD”** shall mean End of Day which, for the purposes of these Terms, refers to 10pm UK time.

**“Interest Payment(s)”** shall mean the interest that CMC may pay to Eligible Clients in accordance with these Terms.

**“Negative Independent Margin” and “Negative Close-out Level”** refers to an additional service agreed between CMC and a client whereby bespoke Margin requirements and Close-Out Levels are made available.

**“Interest Scheme”** shall mean the scheme further described in these Terms under which CMC will make Interest Payments to Eligible Clients.

“**Terms**” shall mean these ‘Interest Scheme Terms and Conditions’.

"**Terms of Business**" refers to the CMC Markets UK plc Terms of Business, MT4 Terms of Business or the CMC Spreadbet plc Financial Betting Terms of Business (as applicable to the Eligible Client) which are available on the CMC Website.

## **1. INTERPRETATION OF THESE TERMS**

In these Terms, and unless the context otherwise requires, capitalised terms used but not defined herein have the meaning given to them in the applicable Terms of Business. References to the Terms of Business below shall be construed accordingly. Except as may be varied below, the Terms of Business apply to this Scheme.

## **2. WHO CAN RECEIVE INTEREST PAYMENTS ON AVAILABLE EQUITY?**

2.1 To qualify for the Interest Payments, you must be an Eligible Client.

2.2 CMC reserves the right at any time in its sole discretion, without prior notice and without providing any reason for doing so, to:

- a) refuse to provide Interest Payments to an Eligible Client;
- b) amend the Terms, including but not limited to the capital subject to the Interest Payment, the interest rate, the eligibility criteria and the timing of Interest Payments; and/or
- c) suspend or stop the Scheme.

2.3 If CMC decides to take one or more of the steps described in clause 2.2 above, CMC shall have no liability whatsoever to any Eligible Client for the payment or non-payment of any Interest Payments, including in respect of any Interest Payments that an Eligible Client would have accrued under the Scheme for any period prior to the Scheme being suspended or stopped, and payments will be at the sole discretion of CMC. Where CMC Markets does withdraw or amend the Interest Scheme and/or these Terms, it shall not be liable for any direct or indirect loss, damages, claims or consequences in connection with, or arising out of, this decision.

## **3. HOW THE SCHEME WORKS**

3.1 Under the Scheme, subject to Clause 2.2, CMC will make Interest Payments to Eligible Clients in accordance with these Terms.

3.2 Subject to these Terms, an Eligible Client will earn interest on Available Equity balance. CMC will use a daily interest rate, as published on the CMC Website from time to time, and multiply it with the EOD Available Equity as shown below:

#### **Example One-Day Calculation**

- An Eligible Client has an EOD Available Equity balance of £100,000
- CMC offers 1.75% annually (please note this is an indicative rate only), this equates to 0.004753% daily  $(1+1.75\%)^{1/365}-1$
- The daily earnings for the Eligible Client will be £4.75  $(100,000 * 0.004753\%)$

3.3 CMC will derive a daily rate from a fixed annual rate of its choice. The annual rate is subject to change and can vary by region or currency. CMC reserves the right to offer different daily rates to Eligible Clients based on different currencies and/or other criteria CMC may decide to apply.

3.4 CMC will make the Interest Payments at an Account level. This means that each Account in respect of which the account holder is an Eligible Client, interest will be earned and paid independently.

3.5 CMC will pay the funds reflecting earned Interest Payments into an Eligible Client's Account on a monthly basis within 10 Business Days after the month has ended.

3.6 All Interest Payments will be paid to an Eligible Client on a gross basis. Eligible Clients will be responsible for managing their own tax liability resulting from receiving Interest Payments. CMC excludes any liability for an Eligible Client's tax liability that may arise.

3.7 Where an Eligible Client has entered into a Title Transfer Collateral Arrangement (within the meaning of the FCA Handbook) with CMC, any Interest Payments will be held by CMC on the same terms as that Arrangement.

## **4. GENERAL TERMS**

4.1 CMC has the right to deduct from an Eligible Client's Account any Interest Payments, in whole or in part, made in error to that Account.

4.2 In the event of any conflict, discrepancy or inconsistency between the Terms of Business and these Terms, the Terms of Business shall prevail.

- 4.3 Please note that normal rules and procedures in relation to Account Close-Out will continue to apply, and an Eligible Client should not rely on the Interest Scheme to meet any Margin requirement, prevent an Account Close-Out nor set-off any payment obligation under the Terms of Business
- 4.4 The Interest Scheme is subject to, and contingent upon, an Eligible Client's compliance with the Terms of Business and, where applicable, the Alpha Terms and Conditions. In addition to any other rights and remedies we may have, any breach or suspected breach of the Terms of Business or the Alpha Terms and Conditions will entitle CMC to stop providing the Scheme immediately and/or suspend any Interest Payments.
- 4.5 An Eligible Client may opt out of the Scheme at any time by contacting the client management team.
- 4.6 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms.

**For more information please contact our client management team on  
+44 (0)207 7170 8200 or [clientmanagement@cmcmarkets.co.uk](mailto:clientmanagement@cmcmarkets.co.uk)**

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