

# INTRODUCTION

- 1. IG Europe GmbH authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht and the Deutsche Bundesbank with its registered address being Westhafenplatz 1, 60327 Frankfurt, Germany will provide a cash rebate (the 'Rebate Scheme') in accordance with these terms and conditions (the 'Terms').
- 2. All capitalised but undefined terms used herein shall have the same meaning given to such terms as in the margin trading customer agreement governing your CFD account with us, as amended from time to time (the 'Customer Agreement'). Nothing in these Terms limits our ability to exercise our rights in terms of the Customer Agreement. If any provision of these Terms conflicts with any provision of the Customer Agreement, the Customer Agreement shall prevail.
- 3. By entering into Transactions in Eligible Products you agree to participate in the Rebate Scheme and to be bound by these Terms, unless you notify us to the contrary within 14 Business Days of the date of receipt of the email informing you about the Rebate Scheme or your eligibility to receive a cash rebate.

## ELIGIBILITY TO PARTICIPATE IN THE REBATE SCHEME

- 4. The Rebate Scheme starts on 2 March 2020 and continues until we notify you in writing (including by email) that the Rebate Scheme has been terminated by giving no less than 1 (one) months' prior notice.
- 5. Only Transactions that meet the eligibility criteria set out in these Terms will be allowed to receive a rebate under the Rebate Scheme.
- 6. A rebate is only available for Transactions on foreign exchange (excluding 'Forex Direct' (DMA) trades), indices and commodities (the 'Eligible Products'). We will determine in our reasonable discretion into which category of Eligible Product a Transaction should be classified.
- 7. Types of Transactions that are not eligible for rebates will be determined by us in our reasonable discretion, but may include:
  - (a) Transactions that are subsequently cancelled, voided or reversed (either by yourself or by us);
  - (b) Transactions that are split into two or more other Transactions; or
  - (c) Transactions that are automatically generated, or otherwise not initiated by you (or on your behalf).
- 8. Subject to paragraph 9 below, only clients:
  - (a) who are natural persons that we have categorised as Professional Clients (as defined in section 67 paras. 2 and 6 WpHG);
  - (b) who have a CFD account with us directly (or through one of our EU branches);
  - (c) who are residents of the European Economic Area; and
  - (d) who enter into Transactions in Eligible Products during the term of the Rebate Scheme, are eligible to receive rebates under the Rebate Scheme.
- 9. Clients:
  - (a) who have opened an account with us as a result of being introduced to us by an introducing broker; or
  - (b) who are participating in a bespoke rebate scheme, are not eligible to receive rebates under the Rebate Scheme.

#### **REBATE SCHEME DETAILS**

- 10. Where your Transactions in an Eligible Product comply with the terms of the Rebate Scheme and have an aggregate notional value equal to or greater than a Rebate Threshold for that Eligible Product, you will accrue rebates at the corresponding rate for that calendar month.
- 11. The Rebate Thresholds are expressed in millions of EUR notional traded. The amount of rebate payable for Transactions on foreign exchange is calculated as a percentage of the Spread paid by you when you open or close a Transaction (as the case may be). The amount of rebate payable for Transactions on indices and commodities is calculated as a percentage of the lowest Spread offered by us for the relevant product as set out in our Product Details when you open or close a Transaction (as the case may be). As a result, the rebate payable may not be calculated as a percentage of the Spread actually paid by you. Details of these charges may be found in the Product Details section of our website, which may be updated from time to time.
- 12. Rebates due to you will be based on your trading within a calendar month and will be calculated at or about 21:59 (CET time) on the last Business Day of each calendar month.
- 13. Rebates will be calculated and accrue in EUR and will be converted to the Base Currency of your account using our end of day exchange rate on the last Business Day of the applicable calendar month.

### **REBATE SCHEME DETAILS (CONTINUED)**

- 14. Rebates accrued to you during a calendar month will be credited to your account on or about the 10th of the following month.
- 15. We will not permit rebate amounts accrued but not yet credited to your account to be used by you to satisfy any obligations to pay Margin (including Initial Margin), Commission, Spread or any other applicable Charges.

#### GENERAL

- 16. We will not be held liable for any losses incurred by you as a result of your trading in relation to this Rebate Scheme except where such loss is a result of our negligence or wilful misconduct. Trading CFDs is a high-risk activity and it is possible for you to lose more than your initial investment.
- 17. Any claim that you might have against us under or in relation to the Rebate Scheme must be brought within 1 (one) year after the date the alleged claim arose.
- 18. Where (i) any of these Terms or the provisions of the Customer Agreement are breached, (ii) your account has been suspended or closed in accordance with the provisions of the Customer Agreement; and/or (iii) there is any reason to suspect you have acted fraudulently pursuant to this Rebate Scheme, we reserve the right, in our reasonable discretion, to withhold or withdraw payment of all or part of a rebate or to prevent any attempted withdrawal of a credited rebate amount.
- 19. We are the sole arbiter of the Rebate Scheme, these Terms and any other issues arising under or in relation to the Rebate Scheme. We reserve the right, in our reasonable discretion, to (i) immediately terminate the Rebate Scheme either as a whole or in relation to you only for compelling reason; and/or (ii) terminate the Rebate Scheme either as a whole or in relation to you only without a compelling reason, by giving you no less than 1 (one) months' written notice (including by email). We also reserve the right, in our reasonable discretion, to alter or amend the Rebate Scheme or any aspect of it at any time, either as a whole or in relation to you only. If we make any changes to these Terms, we will notify you of such changes in writing (including by email). Any changes to these Terms will be binding on you unless you notify us to the contrary within 10 Business Days of the date of receipt of the notice of amendment. If you do not object within the 10 Business Day period, any such amendment will be binding on you upon expiry of the 10 Business Day period and we shall expressly draw your attention to such consequence in our notice. If you do object to the amendment, the amendment will not be binding on you, but we will preclude you from participating in the Rebate Scheme with immediate effect.
- 20. We reserve the right, in our reasonable discretion, to refuse to pay out or to credit your account under the Rebate Scheme, and we will not have any obligation to any person in terms of this Rebate Scheme, if you or such person abuses the intention or purpose of the Rebate Scheme.
- 21 If at any time all or any part of these Terms are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision(s) shall not affect or impair the legality, validity or enforceability in that jurisdiction of the remainder of that provision or all other provisions of these Terms or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Terms.
- 22. If any tax is payable on rebate amounts paid by us to you pursuant to these Terms, this tax will be your liability and will not be incurred by us. If the law requires us to withhold this tax and settle with the relevant tax authority on your behalf, then we shall credit your rebate to your account net of this tax.
- 23. These Terms, and any non-contractual obligations in connection with the Rebate Scheme, shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The courts of Frankfurt am Main, Germany will have non-exclusive jurisdiction to settle any legal action or proceedings arising out of or in connection with these Terms and the Rebate Scheme, including any non-contractual disputes and claims.

# REBATE SCHEDULE

FOREX	REBATE THRESHOLDS (MILLIONS OF EUR NOTIONAL TRADED)	REBATE (% OF SPREAD)
Threshold 1	EUR50m	10%
Threshold 2	EUR200m	15%
Threshold 3	EUR300m	20%

INDICES	REBATE THRESHOLDS (MILLIONS OF EUR NOTIONAL TRADED)	REBATE (% OF SPREAD)
Threshold 1	EUR75m	5%
Threshold 2	EUR125m	10%
Threshold 3	EUR200m	15%

COMMODITIES	REBATE THRESHOLDS (MILLIONS OF EUR NOTIONAL TRADED)	REBATE (% OF SPREAD)
Threshold 1	EUR10m	5%
Threshold 2	EUR25m	10%
Threshold 3	EUR50m	15%

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