

#### **INTRODUCTION**

- 1. IG US LLC, a Delaware limited liability company ("IG") and a registered Retail Foreign Exchange Dealer ("RFED") with the Commodity Futures Trading Commission and Member of the National Futures Association (NFA ID 0509630), with its business address being 1330 West Fulton Street, Suite 610, Chicago, IL, 60607, will provide a rebate (the "Rebate Scheme") in accordance with terms and conditions set forth herein (the "Terms").
- 2. All capitalized but undefined terms used herein shall have the same meaning given to such terms as in the Margin Trading Customer Agreement governing your forex trading account with us (as may be amended, modified, or supplemented from time to time, the "Customer Agreement"). Nothing in these Terms limits, amends or modifies our ability to exercise our rights pursuant to the Customer Agreement and if any provision of these Terms conflicts with any term or provision of the Customer Agreement, the Customer Agreement shall control and prevail in every respect.
- 3. By entering into Transactions, you agree to participate in the Rebate Scheme and to be bound by these Terms.

## ELIGIBILITY TO PARTICIPATE IN THE REBATE SCHEME

- 4. The Rebate Scheme commences on July 1, 2023 and continues until IG notifies you 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. In order for a rebate to be available for a Transaction (excluding if applicable "Forex Direct" (DMA) trades), such Transactions must be executed in accordance with the terms of the Customer Agreement and the Terms.
- 7. The types of Transactions that are not eligible for rebates will be determined by IG in its sole discretion, but may include:
  - (a) Transactions that are subsequently cancelled, voided or reversed (either by yourself or by IG);
  - (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, Rebates will only be available to clients:
  - (a) who have a forex trading account with IG; and
  - (b) who enter into Transactions during the term of the Rebate Scheme and are eligible to receive rebates under the Rebate Scheme and Terms.
- 9. Clients who have opened a forex account with IG as a result of being introduced to IG by an introducing broker are not eligible to receive rebates under the Rebate Scheme.
- 10. Institutional clients are not eligible to participate in the Rebate Scheme, unless prior specific written authorization is provided by IG.

## **REBATE SCHEME DETAILS**

- 11. Where your Transactions comply with the terms of the Rebate Scheme and have an aggregate notional value equal to or greater than a Tier Amount, as set forth in the rebate schedule attached hereto (the "Rebate Schedule"), you will accrue rebates at the corresponding rate for that calendar month.
- 12. The Tier Amounts are expressed in millions of USD notional traded. The amount of rebate payable is calculated as a percentage of the spread paid by you when you open or close a Transaction (as the case may be).
- 13. In certain situations, IG may, in its sole discretion, amend the Tier Amount and/or rebate percentage identified in the Rebate Schedule on a per client basis. In such cases, IG may, in its sole discretion, return your custom Tier Amount and/or rebate percentage to the standard rates set forth in the Rebate Schedule, which shall be effective on the first day of the calendar month subsequent to IG's notice to you of the change, unless otherwise stated by IG in writing.
- 14. Rebates due to you will be based on your trading within a calendar month and will be calculated at or about 21:59 (London time) on the last business day (as defined in the Customer Agreement) of each calendar month.
- 15. Rebates will be calculated and accrue in USD and will be converted to the Base Currency of your account using IG's end of day exchange rate on the last business day of the applicable calendar month.
- 16. Rebates accrued to you during a calendar month will be credited to your account on or about the 10th day of the following month.
- 17. IG 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**

- 18. IG will not be held liable for any losses or damages incurred by you as a result of your trading in relation to this Rebate Scheme. Leveraged trading in foreign currency on margin carries significant risk and it is possible for you to lose more than you invest.
- 19. Any claim that you might have against IG under or in relation to the Rebate Scheme must be brought within 90 (ninety) days after the date the alleged claim first arose.
- 20. Where (i) any of these Terms and/or the Customer Agreement is 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 or obtained an unfair or unintended advantage pursuant to this Rebate Scheme, IG reserves the right to withhold or withdraw payment of all or part of a rebate or to prevent any attempted withdrawal of a credited rebate amount.
- 21. IG is the sole arbiter of the Rebate Scheme, these Terms and any other issues arising under or in relation to the Rebate Scheme. IG reserves the right, in its sole discretion, to (i) preclude you from participating in the Rebate Scheme; and/or (ii) alter, amend, or terminate the Rebate Scheme or any aspect of it at any time by giving no less than 1 (one) months' prior notice. If we make any changes to these Terms, we may notify you of such changes by posting the modified terms on our website. By continuing to trade with us, you will be deemed to have accepted any such modified terms.
- 22. Any dispute or situation not covered by these Terms will be resolved by IG's management in a manner that IG deems to be fairest to all concerned and that decision shall be final and binding on all parties. IG reserves the right to refuse to pay out or to credit any rebate your account under the Rebate Scheme if (i) IG has a reasonable belief that the Rebate Scheme is being abused in any way (including any form of manipulation of Transactions); (ii) IG believes that the terms of the Customer Agreement have been breached in any way; and/or (iii) IG has suspended or closed your account in accordance with the provisions of the Customer Agreement. IG does not have any obligation to any person with respect to the Rebate Scheme if such person, in IG's sole discretion, abuses the spirit or intention of the Rebate Scheme.
- 23. 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.
- 24. If any tax is payable on rebate amounts paid by IG to you pursuant to these Terms, this tax will be your liability and will not be incurred or paid by IG. If applicable law requires IG to withhold any tax with respect to any rebates, then such rebate shall be credited to your account net of such taxes.
- 25. The Rebate Schedule shall form part of these Terms as if it was set out in these Terms in full.
- 26. The Rebate Scheme and the Terms and all claims or causes of action that may be based upon, arise out of or relate to the Rebate Scheme and/or the Terms shall be governed by the laws of the State of Illinois without reference to the choice of law doctrine of such state.
- 27. IG and you each irrevocably agree that any legal action against it arising out of or in connection with the Rebate Scheme and/or the Terms or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in state or federal court located in Chicago, Illinois and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of such court in personam with respect to any such legal action and waives to the fullest extent permitted by Law any objection that it may now or hereafter have that any such legal action has been brought in an inconvenient forum.
- 28. EACH OF IG AND YOU HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION (WHETHER IN CONTRACT, TORT, STATUTE, EQUITY OR OTHERWISE) BROUGHT BY OR AGAINST IT THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THE REBATE SCHEME AND/OR THE TERMS.
- 29. The failure of IG to insist upon strict adherence to the Terms on any occasion shall not be considered a waiver or deprive IG of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of the Terms or the Rebate Scheme.

# **REBATE SCHEDULE**

TIERS	TIER AMOUNTS (USD NOTIONAL TRADED)	REBATE (% OF SPREAD)
Tier 1	\$50 million	5%
Tier 2	\$100 million	8%
Tier 3	\$250 million	10%
Tier 4	\$500 million	15%

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