CMC Markets Asia Pacific Pty Ltd – CMC Markets FX Active Trader Pricing Scheme Terms and Conditions – MetaTrader Platform

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Definitions

The definitions below apply to these Terms, unless the context otherwise requires:

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales, Australia.

CMC Markets, **us** or **our**, means CMC Markets Asia Pacific Pty Ltd.

MetaTrader Platform means one or both of the MT4 Platform and/or the MT5 Platform, as applicable.

MT4 Platform means the MetaTrader 4 electronic trading platform for placing Trades, as updated from time to time.

MT5 Platform means the MetaTrader 5 electronic trading platform for placing Trades, as updated from time to time.

Back Office Platform means the electronic platform that we make available to you to administer your Account, as updated from time to time.

Eligible Client means a client of CMC Markets who meets the requirement for eligibility in accordance with clause 3 of these Terms.

FXAT Scheme means the CMC Markets FX Active Trader pricing scheme as described in these Terms whereby Eligible Clients are charged Commission and receive discounted Spread on forex products.

Legal Documents means the CMC Markets Product Disclosure Statement – Derivative Products issued on the MetaTrader Platform, the CMC Markets Financial Services Guide, the Information Memorandum – Derivative Products issued on the MetaTrader Platform, and any other relevant legal documents as applicable to you.

Terms means these CMC Markets Asia Pacific Pty Ltd – CMC Markets FX Active Trader Scheme Terms and Conditions – MetaTrader Platform.

Interpretation of these Terms

1. Capitalised terms used but not defined herein have the meaning given to them in the Legal Documents. For the avoidance of doubt, the Legal Documents apply to the FXAT Scheme. In the event of any conflict, discrepancy or inconsistency between the Legal Documents and these Terms, the Legal Documents shall prevail.
2. In these Terms, unless the contrary intention appears:
   (a) the singular includes the plural and vice versa;
   (b) where a word or phrase has a defined meaning any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
   (c) headings are inserted for convenience only and do not affect the interpretation of these Terms;

(d) a reference to anything (including any amount) is a reference to the whole or any part of it and a reference to a group of Persons is a reference to any one or more of them;
(e) a reference to the words ‘including’, ‘for example’ or ‘such as’ when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
(f) unless otherwise provided for in any document comprising the Agreement, if the day on which or by which a party must do something under the Agreement is not a Business Day, the parties agree that the party may do it on or by the next Business Day.

Who can receive FXAT Scheme benefits?

3. To qualify as an Eligible Client for the FXAT Scheme, you must open a new FXAT Scheme Account and agree to the relevant Legal Documents (including these Terms). CMC Markets may at its sole discretion, refuse to provide the FXAT Scheme to any client.
4. CMC Markets reserves the right to remove the provision of the FXAT Scheme pricing to any Eligible Client or change the requirements to qualify for the FXAT Scheme, in its sole discretion without giving any reason for doing so.

How the FXAT Scheme works

5. Subject to these Terms, an Eligible Client on the FXAT Scheme will see the following minimum Spreads for forex products:

Instrument	Minimum Spread[1]
EUR/USD	0
GBP/USD	0
NZD/USD	0
USD/JPY	0
USD/CAD	0
AUD/USD	0
All other currency pairs	25% lower than standard retail Spreads

6. Subject to these Terms, an Eligible Client on the FXAT Scheme will pay Commissions with respect to forex products as set out in the tables below:

Commissions on forex products for FXAT Scheme accounts on the MT4 Platform		
Instrument type	Instrument	Commission (charged only once upon opening of the trade)

[1] Minimum Spread is the lowest Spread that will be shown on the given Product.

Currencies	All currency pairs	0.0050% of transaction value

Transaction example:

FX ACTIVE – USD/CAD - TRANSACTION EXAMPLE										
Instrument	**Direction**	**Position (units)**	**Ask Price**	**Bid Price**	**Spread**	**Spread Cost (USD)**	**Value (USD)**	**Commission (USD)**	**Total Cost (USD)**	**Cumulative Cost (USD)**
USD/CAD	Opening and closing trades – charged upfront	100,000	1.3015	1.3015	0.0	$0.00	$100,000	$5.00	$5.00	$5.00

Commissions on forex products for FXAT Scheme accounts on the MT5 Platform		
Instrument type	**Instrument**	**Commission (per transaction)**
Currencies	All currency pairs	0.0025% of transaction value

Transaction example:

FX ACTIVE – GBP/USD - TRANSACTION EXAMPLE										
Instrument	**Direction**	**Position (units)**	**Ask Price**	**Bid Price**	**Spread**	**Spread Cost (USD)**	**Value (GBP)**	**Commission (GBP)**	**Total Cost (GBP)**	**Cumulative Cost (GBP)**
GBP/USD	Opening	100,000	1.2274	1.2274	0	0	£100,000	£2.50	£2.50	£2.50
GBP/USD	Closing	100,000	1.2288	1.2288	0	0	£100,000	£2.50	£2.50	£5.00

7. If an Eligible Client no longer wishes to participate in the FXAT Scheme, they may notify CMC Markets via email at support@cmcmarkets.com.au and close the Account. Please refer to the Legal Documents for further details on account closure.

General terms

8. CMC Markets retains the right to amend these Terms in whole or in part (including withdrawal of the FXAT Scheme) at any time, without prior notice and at its sole discretion, by publishing the updated Terms on our Website. CMC Markets will not be liable for any direct or indirect loss or consequences in connection with or arising out of such action. By continuing to participate in the FXAT Scheme, Eligible Clients are deemed to have automatically accepted these Terms as amended from time to time.
9. FXAT Scheme pricing is not guaranteed, promised, or otherwise owed to an Eligible Client and can be reversed, removed, or cancelled at any time in CMC Markets' sole discretion.

10. Eligibility for FXAT Scheme should not form the basis of any decisions an Eligible Client makes in relation to the Eligible Client’s Account activity. Furthermore, FXAT Scheme is not intended to limit an Eligible Client’s liability in respect of the Eligible Client’s Trades and may not be used to set off any payment obligation the Eligible Client has to CMC Markets.
11. Any process or procedure in relation to Account Close-Out will continue to apply in accordance with the Legal Documents.
12. Access to FXAT Scheme is subject to, and contingent upon, an Eligible Client’s compliance with the Legal Documents. In addition to any other rights and remedies CMC Markets may have, any breach or suspected breach of the Legal Documents will entitle CMC Markets to stop providing FXAT Scheme immediately and without prior written notice.
13. These Terms (including any dispute arising out of or in connection with them) arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of New South Wales. For further details on dispute resolution, please refer to the Legal Documents.

For more information, please contact our Client Management team on 1300 303 888 or at **support@cmcmarkets.com.au**.