



Terms and Conditions for City Index AU preferential Rebate Scheme

1. You agree that by participating in the City Index Rebate Scheme you will be bound by these terms and conditions as well as the general terms and conditions (including any supplemental terms) that apply to your Account (as identified above) (“**Our Terms**”). Capitalised terms and expressions used in these Rebate Scheme Terms shall have the same meaning as in Our Terms unless specified otherwise in these Rebate Scheme Terms.
2. The Rebate scheme is offered by City Index (“**City Index**”, “**we**”, “**our**” or “**us**”). City Index is a trading name of GAIN Capital Australia Pty Ltd a company incorporated under the laws of New South Wales, Australia, and having its registered office at 100 Harris Street, Pyrmont, NSW 2009.
3. Subject to paragraph 11 below, to be eligible to take part in the Rebate Scheme you must
 - a) be over eighteen (18) years of age;
 - b) have an active, open account with City Index;
 - c) have met in connection with the Account the aggregate minimum monthly trading volume requirement of \$50 million across any or all of the asset classes listed below (the “**Trading Requirement**”).:
 - FX
 - Indices
 - Commodities

Anyone who meets all the criteria above shall be deemed a “**Qualifying Client**”.

4. A Qualifying Client will be credited with trading credit in their Account as calculated in accordance with the methodology set out in the table below (the “**Rebate**”).

FX	Volume (US \$)	Rebate Per Million (AU \$)
Tier 1	\$50m - \$99.99m	\$4.50
Tier 2	\$100m - \$299.99m	\$12.00
Tier 3	\$300m and above	\$14.50

Indices	Volume (US \$)	Rebate Per Million (AU \$)
Tier 1	\$50m - \$99.99m	\$3.00
Tier 2	\$100m - \$299.99m	\$10.50
Tier 3	\$300m and above	\$13.00

Commodities	Volume (US \$)	Rebate Per Million (AU \$)
Tier 1	\$50m - \$99.99m	\$4.50
Tier 2	\$100m - \$299.99m	\$12.00
Tier 3	\$300m and above	\$14.50

5. Subject to these Rebate Scheme Terms, once the Rebate has been applied to a Qualifying Client's Account, it may be retained, converted into cash balance, withdrawn or transferred.
 6. The Trading Requirement must be met by close of business on the last day of the calendar month for the Qualifying Client's Account to be credited with the Rebate in accordance with paragraph 7 below.
 7. We shall apply the Rebate, if applicable, to a Qualifying Client's Account on the first day of the calendar month following the month in which the Trading Requirement is met.
 8. This Rebate Scheme is available to self-directed Qualifying Clients only. Managed accounts, Direct Market Access ("DMA") accounts and accounts referred by an Introducing Broker are not eligible to participate in the Rebate Scheme.
 9. The Account must be open and not the subject of any dispute with us or in default on the date the Rebate becomes payable.
- 10 Under no circumstances will we be liable for any losses that a Qualifying Client may incur as a result of trading on their Account(s). The Rebate is not intended to change a Qualifying Client's risk preferences or investment strategies and we accept no responsibility for the same.

11. Notwithstanding any other provision of these Rebate Scheme Terms, we shall have the sole discretion to determine your eligibility under these Rebate Scheme Terms, including, without limitation, whether or not you are a Qualifying Client or whether or not you have met the Trading Requirement. We have the right not to accept a Qualifying Client as a Client for any reason or without reason as we shall determine in our sole discretion.
12. Our employees or other producers or suppliers associated with this Rebate Scheme, their advertising, printing and publicity agencies, and their immediate family members (i.e. any person residing in the household of the aforementioned people) will not be eligible to participate in the Rebate Scheme.
13. In the event that a person takes part in the Rebate Scheme who does not meet the qualifying criteria set out in these Rebate Scheme Terms, we reserve the right, without prejudice to any other rights under these Rebate Scheme Terms or Our Terms, to immediately remove the Rebate from the applicable Account, including, without limitation, removing any Rebate applied to the Account. In addition, we reserve the right at our sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Rebate Scheme, or who breaches the Rebate Scheme Terms or Our Terms.
14. We reserve the right to alter, amend or terminate this Rebate Scheme, or any aspect of it, at any time and without prior notice. We may make changes to these Rebate Scheme Terms and will notify you of these changes by posting the modified terms on our Website (<http://www.cityindex.com.au/terms-and-policies.aspx>). We recommend you revisit these Rebate Scheme Terms regularly, and by your continued use of our services you accept any such modified terms.
15. Any dispute or situation not covered by these Rebate Scheme Terms will be resolved by our management in a manner it deems to be the fairest to all concerned, and that decision shall be final and binding on all entrants. No correspondence will be entered into.
16. If these Rebate Scheme Terms are translated into a language other than English, then the English version of the Rebate Scheme Terms shall prevail where there is an inconsistency.
17. If any term of these Rebate Scheme Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Rebate Scheme Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
18. This Rebate Scheme and the Rebate Scheme Terms will be governed by the laws of New South Wales, Australia, and the federal courts of Australia and the courts of the state of New South Wales shall have the exclusive jurisdiction over any matter or dispute arising from this Rebate Scheme.

Examples on next page.

Example 1:

Monthly trading volume of:

FX	\$200m
Indices	\$75m
Commodities	\$30m
Combined Total Notional Volume	\$305m

The combined notional volume of \$300m would entitle you to a tier 3 Rebate for all asset classes, giving you a Rebate of the following:

FX	$200 \times \text{AU}\$14.50 = \text{A}\$2,900$
Indices	$75 \times \text{AU}\$13.00 = \text{A}\975
Commodities	$30 \times \text{AU}\$14.50 = \text{A}\435
Total Rebate	AU\$4,310

We will also make pro rata payments for any part of \$1 million of trading volume.

Example 2:

If you trade \$50.5m in aggregate notional trading volume on Indices you will receive \$151.50 (50 x \$3 for each full \$1 million of trading volume and 0.5 x \$3 for the remaining \$0.5 million of trading volume).