

It is important that you read and understand this Risk Warning Notice before accepting it. All capitalised terms not separately defined in this Risk Warning Notice refers to the definitions contained in Schedule 3 of our Financial Betting Terms of Business.

CMC Markets Germany GmbH (referred to below as “we”, “us” or “our”) is committed to treating you fairly. In this notice, we provide you with information to help you understand the nature and risks of your Bets, Countdowns and our services. However, this notice does not explain all of the risks and other significant aspects involved in our Bets and/or Countdowns. You should take sufficient time to read all the relevant information that we provide to you before entering into a Bet or Countdown.

Our Products can carry a high risk to your capital as Prices may move rapidly against you, particularly during volatile market conditions. Where we have categorised you as a Professional Client or an Eligible Counterparty, when entering into Bets you can lose more than your investment and you may be required to make further payments. However, where we have categorised you as a Retail Client, you risk losing your Invested Capital. The higher the leverage involved in a Bet, the higher the risks involved. By comparison, where we have categorised you as a Professional Client or an Eligible Counterparty, your losses from Bets may exceed your initial deposit and your potential losses from Countdowns are limited to the amount of your Stake.

You should not enter into Bets and/or Countdowns with us unless you fully understand the risks involved. If you are in any doubt or have any questions or any problems understanding anything, you should seek independent professional advice or refrain from trading with us.

Please scroll down the entire text to ensure that you read all of the risk warnings.

For information about the risks that are applicable to you, please see the relevant sections of this notice:

**Section A – Risks applicable to all clients.**

**Section B – Additional risks applicable to Professional Clients and Eligible Counterparties only.**

## **SECTION A – RISKS APPLICABLE TO ALL CLIENTS**

### **1. Our Products may not be appropriate for you.**

- 1.1 We are under a regulatory duty to assess whether our Products and services are appropriate for you. When we process your application to open an Account with us, we will conduct an assessment as to whether you have sufficient knowledge and experience to understand the risks involved in investing in any of our Products based on the information you provide us. We will inform you if, as a result of our assessment, we consider that any of our Products may not be appropriate for you. However, our assessment does not relieve you of the need to carefully consider whether to invest in our Products. Any decision to invest is entirely at your own risk.
- 1.2 If we warn you that investing in our Products may not be appropriate for you on the basis of your knowledge and experience, then you should refrain from trading. If you still wish to enter into Orders, you should only invest once you have acquainted yourself sufficiently with our Products through the demo account available on our Website and understand the risks involved.

### **2. We do not provide investment, financial, betting, tax, legal, regulatory or similar advice.**

- 2.1 We do not provide investment, financial, betting, tax, legal, regulatory or similar advice relating to investments, our Products or your possible Orders. Any information we provide to you, including any information provided by our client management team, is purely factual and does not take into account your personal circumstances. Therefore, you may wish to obtain independent professional advice from a suitably qualified advisor on any investment, financial, legal, regulatory, tax or similar matter before opening an Account with us or entering into any trades in any Orders.

### **3. Our Products are OTC products.**

- 3.1 When you enter into trades in any of our Products, you will be entering into an off-exchange (sometimes known as an ‘over-the-counter’, or ‘OTC’) contract, which is non-transferable. This means you will enter into trades in any of our Products directly with us, and also that those trades can only be closed with us. This involves greater risk than investing in a transferable financial instrument traded on a Trading Venue such as a share or dealing in an exchange-traded derivative, because your ability to place Orders with us is solely dependent on our Platform and/or our client management team being in a position to accept Orders from you and to execute them. In certain circumstances it may not be possible to open or close trades in our Products (see paragraphs 7, 9 and 11 of section A below).
- 3.2 In addition, all of your trades in any of our Products are settled in cash, and you do not have any rights to any underlying instrument.
- 3.3 You can only profit from our Bets through changes in our Prices. This is different from other transferable financial instruments traded on Trading Venues where you can profit from real market fluctuations and where you may be entitled to dividends or interest.

#### **4. We act as a market maker.**

- 4.1 Our Prices take into account current exchange and market data from various sources. This means that our Prices may not be identical to prices for similar financial instruments or the relevant underlying instrument quoted on an exchange or other Trading Venues.

#### **5. Retail Clients may lose their entire Invested Capital when they enter into Bets with us.**

- 5.1 If you are a Retail Client, when you enter into Bets with us, you risk losing your entire Invested Capital. Although our Platform has features that are designed to help limit your risk of loss, none of these other than Guaranteed Stop Loss Orders are guaranteed and you should not rely on them.
- 5.2 The amount of loss for an individual Bet will be the amount that you owe us when that Bet is closed. Even over a short space of time this amount may be as large as the Invested Capital. Bets involve leverage (also known as 'gearing' or 'margining'), which means that the effects of small movements in Price are multiplied and may have large impacts on the value of your Positions, both in respect of profits made and losses incurred and the higher the leverage rate, the higher the risk involved. In addition, the nature of leverage means that you may lose your entire Invested Capital when entering into a Bet.
- 5.3 It is therefore important that you monitor your Bets closely and the rate of leverage utilised. A small movement in Price may have a large impact on your Bets and Account and may result in immediate Account Close-Out.
- 5.4 There are costs associated with betting with us. Depending on the Bets you enter into, and how long you hold them for, we may require you to pay holding costs. If you keep Bets open for an extended time, the aggregate holding costs may exceed the amount of any profits or increase your loss. Only trade with money you can afford to lose.

#### **6. Your Bets and/or Countdowns and Positions are at risk of being closed automatically.**

- 6.1 The automatic closure of your Bets and/or Positions by our Platform is intended to prevent you incurring further losses and we may close all Bets and/or Positions on your Account, not just Bets that are making a loss. However, we do not guarantee such closure and you must not rely on it. It is your responsibility to monitor your Positions and your Account Revaluation Amount closely. Our Platform will attempt to notify you when your Account Revaluation Amount reaches a specific level, although you should not rely on our Platform giving you this warning. To prevent Account Close-Out, you should keep an amount in your Account that allows sufficient headroom to keep your Positions open in case of sudden changes to the required Margin amount resulting from Price movements. It is important to note that an amount deposited into your Account (which appeared to be sufficient) can very quickly become insufficient, due to rapidly changing market conditions.

#### **7. Market circumstances may impact your trades in any of our Products.**

- 6.1 Our Platform, and the information provided by our client management team, is dependent on the availability of prices and liquidity in the exchanges, markets and other venues from which we gather market data and similar information. As a result, market circumstances may impact on your ability to place an Order for a Bet or close a Bet with us, and we may be unable to execute your Orders for Bets where we cannot enter into a corresponding transaction to hedge our own risk. Additionally, when we enter into a corresponding transaction to hedge our risk, this influences the Prices we quote on our Platform and/or through our client management team.
- 6.2 Financial markets may fluctuate rapidly and this will impact our Prices. Any movements in our Prices will have a direct and real time effect on your trades in any of our Products and Account. One form of price volatility that can happen regularly is 'gapping', where there is a sudden shift in price from one level to another, caused (for example) by unexpected economic events or upon the market opening. In periods of price volatility there may not always be an opportunity for you to place an Order for a Bet between two Prices, or for our Platform to execute a Pending Order for a Bet at a Price between those two Prices. Price volatility of this kind can result in your Order being executed at the next available Price and you incurring significant losses if the Price is less favourable on an affected Bet.

#### **7. The Price of our Products may be different from the Price you see on our Platform and/or the Price provided by our client management team when you place an Order.**

- 7.1 As a result of fluctuations in financial markets and/or technical considerations, there is a risk that the Price which you see through your device and/or which is provided by our client management team when you place an Order will not be identical to the Price at which the Product is executed at or settled against and that the corresponding difference puts you at a disadvantage. We attempt to generate Prices on a continuous basis and to have the currently applicable Prices shown on our Platform as quickly as possible. However, technical conditions may lead to a change in the applicable Price between the time an Order is placed and the time it is received by us or executed by our Platform. If such changes occur, the Order is generally executed at the Price applicable when it is executed by our Platform.
- 7.2 Such movements in the Prices may either be to your disadvantage or have a favourable impact. You can limit the effect of such movements in Prices by using a boundary (on Orders where this is available) or by applying certain limits to your Order.

- 8. Technical risks and other circumstances may affect your trades in any of our Products.**
- 8.1 There is a risk that other circumstances may prevent us from executing Orders, or prevent you from accessing our Platform and/or our client management team, such as system errors or outages. Such circumstances may mean that you are not able to access our Platform and/or our client management team, which may pose a significant risk to the execution of your Orders.
- 9. Different Products pose different risks.**
- 9.1 We offer numerous Products, which are derived from very different underlying instruments. Each of these Products poses specific risks which can differ widely from other Products, for instance with regard to the range and speed of fluctuations in Prices or with respect to liquidity. Certain Products, such as Bets on cryptocurrencies, are more volatile than others and may be even more susceptible to sharp and sudden movements in Price, which could affect the value of your Positions. Therefore, you should ensure that you understand the specific risks of a Product before you open a trade in that Product.
- 9.2 Where a Product is based on multiple underlying instruments (known as a 'basket product'), the risk involved in that basket product will be dependent on its constituents, and similarities in a basket product's constituents can make the basket product riskier. If you choose to use a basket product then you should make sure that you understand the risks involved in: (a) all the different constituents, (b) the overall combination of constituents and (c) how the constituents are given their respective weightings.
- 10. Cryptocurrencies.**
- 10.1 Cryptocurrencies, which are generally unregulated in themselves, are high-risk, speculative investments, which will impact any cryptocurrency Bets that you enter with us. However, spread betting (including Bets) linked to cryptocurrencies are regulated by BaFin in Germany.
- 10.2 The value of cryptocurrencies, and therefore the value of Bets linked to them, is extremely volatile. They are vulnerable to sharp changes in price due to unexpected events or changes in market sentiment. Bets are leveraged products. Therefore the combination of increased volatility and leverage has the potential to significantly increase your losses if the market moves against you, relative to Bets based on other Products.
- 10.3 You should only invest in cryptocurrency Bets if you consider that you have the knowledge and experience of, and fully understand the risks associated with, both spread betting and cryptocurrencies.
- 11. Foreign markets add further risks.**
- 11.1 Foreign markets will involve different risks from Irish markets and in some cases those risks will be greater than those typically associated with Irish markets. These risks can impair our ability to generate Prices. The potential for profit or loss from Bets relating to foreign markets will also be affected by fluctuations in foreign exchange rates and you should consider how such fluctuations may affect you before entering into a Bet.
- 12. You should not finance your trades in any of our Products on credit.**
- 12.1 You must not rely on being able to redeem borrowed funds with any profits from any trades in our Products.
- 13. Past performance is not indicative of future performance.**
- 13.1 You should bear in mind that any past performance, simulation or prediction is not indicative of future performance. Therefore, you cannot and must not make any assumptions as to future performance based on any past performance, simulation or prediction.
- 14. We cannot guarantee protection of your money.**
- 14.1 Money that we hold on your behalf will be held in a segregated client money bank account separate from our own money, although this may not provide complete protection (for example, if the bank that we use becomes insolvent).
- 14.2 Full details on how we will treat your money are provided in our Financial Betting Terms of Business and you should ensure that you have read the Financial Betting Terms of Business carefully before opening an Account with us or entering into any Bet or Countdown.
- 15. Tax treatment may vary.**
- 15.1 The tax treatment of your financial betting activities depends on your individual circumstances, and may be subject to change in future.
- 16. Access to our Platform via mobile applications.**
- 16.1 The functions that enable you to access our Platform via mobile applications are not identical to the functions available to you when accessing our Platform via a desktop computer. This may limit the information that you are able to see at any particular time and adversely affect your ability to take quick and reliable actions on our Platform and to limit the related risks.

## SECTION B – ADDITIONAL RISKS APPLICABLE TO PROFESSIONAL CLIENTS AND ELIGIBLE COUNTERPARTIES

### 1. You may lose more than any deposit when you enter into Bets with us, except with an Account with Shield Mode enabled.

- 1.1 When you enter into Bets with us, you risk losing more than the amount (if any) that you deposited with us and you may be required to make further payments. This does not apply to an Account with Shield Mode enabled, with which you risk losing your Invested Capital. Although our Platform has features that are designed to help limit your risk of loss, none of these other than the Shield Mode and Guaranteed Stop Loss Orders are guaranteed and you should not rely on them.
- 1.2 If we have agreed to provide you with an additional service and have permitted a negative Margin on your Account, this does not restrict your losses or financial liability. You are still liable to pay all losses which are due and payable to us.

### 2. Countdowns are OTC products.

- 2.1 You can only profit from our Countdowns where changes in our Settlement Prices mean your prediction is correct. This is different from other transferable financial instruments traded on Trading Venues where you can profit from real market fluctuations and where you may be entitled to dividends or interest.

### 3. You may lose your Stake on any Countdown.

You may lose the entire Stake placed on a Countdown if your prediction on that Countdown is incorrect.

### 4. Your Bets and/or Countdowns are at risk of being closed automatically.

- 4.1 In addition to paragraph 6.1 of section A above, if we have agreed to provide you with an additional service:
- 4.1.1 your Bets may be automatically closed by our client management team. Our client management team will attempt to notify you when your Account Revaluation Amount reaches a specific level, although you should not rely on our client management team giving you this warning; and
  - 4.1.2 if an Account Close-Out is triggered outside of UK office hours the relevant Account Close-Out procedure may be delayed. The balance on your Account may be significantly lower by the time we are able to contact you e.g. due to market movements.
- 4.2 Countdowns will not be closed as part of the process detailed in paragraph 6.1 of section A above.
- 4.3 Once a Countdown has been entered into, it cannot be closed by you. All Countdowns will be closed and settled by our Platform automatically on expiration of the Countdown.

### 5. Market circumstances may impact your Bets or Countdowns.

- 5.1 Market circumstances may impact your ability to place an Order for a Countdown and may also impact our ability to settle a Countdown on expiry. If an event occurs that prevents our Platform from determining the Price applicable for a Countdown, we may cancel your Countdown, or declare it void.
- 5.2 In addition to paragraph 7.2 of section A above, where we have agreed to provide you with an additional service, in periods of price volatility there may not always be an opportunity for our client management team to execute an Order for a Bet between two Prices, or to execute a Pending Order for a Bet at a Price between two Prices where the Price has gapped.

### 6. The Price of Countdowns may be different from the Price you see on our Platform and/or the Price provided by our client management team when you place an Order.

- 6.1 Fluctuations in financial markets and/or technical considerations will affect Settlement Prices. Paragraph 8 of section A above will apply equally to Settlement Prices.

### 7. Access to any additional service.

- 7.1 If we have expressly agreed to provide you with an additional service, we will do our best to make the client management team available when required by you. However, during periods of high demand and due to other circumstances outside of our control (see paragraph 9 of section A above) we cannot promise that you will always be able to access a member of the client management team. This may prevent you from taking quick actions and increases the risk associated with investing in our Products.