



CMC Markets Germany GmbH

MT4 Consumer Information

August 2024

1. Preamble

CMC Markets Germany GmbH (hereinafter "CMC Markets" or "we") operates a service that allows clients to enter into Trades through the Trading System. As a client of CMC Markets (hereinafter "client" or "you"), you enter into a framework agreement (hereinafter "Agreement") with CMC Markets. Once your Account has been opened, you may enter into Trades on our Products through it. CMC Markets is your contractual counterparty in this process. Terms that begin with capital letters which are not defined in this document refer to the terms defined in Schedule 3 of the MT4 Terms of Business.

In connection with our service, we would like to offer you the following information about CMC Markets (Section 2), the contractual relationship (Section 3), the Trading System and the Account (Section 4) and information about specific features of the distance selling contract (Section 5).

2. General information about CMC Markets

2.1 General

Registered office in Germany:
CMC Markets Germany GmbH Garden Tower, Neue Mainzer Str. 46-50 60311 Frankfurt am Main Germany Phone (Germany): +49 (0)69 22 22 440 00 Phone (Ireland): +353(0)1 2563000 Fax: +49 (0)69 77044 734 E-Mail: info@cmcmarkets.ie Internet: https://www.cmcmarkets.com/en-ie/
Commercial Register Entry: Frankfurt am Main Local Court HRB 114199
Managing Directors: Mr Craig Inglis Mr Harald Alberts

2.2 Licensing and competent supervisory authority

2.2.1 Address of the competent supervisory authority:

Federal Financial Supervisory Authority (BaFin)

Headquarters Frankfurt am Main: Marie-Curie-Str. 24-28
60439 Frankfurt am Main

or to:

PO Box 50 01 54
60391 Frankfurt am Main

Headquarters Bonn: Graurheindorfer Str. 108
53117 Bonn

or to:

PO Box 1253
53002 Bonn

Website: www.bafin.de
E-mail: poststelle@bafin.de

2.3 Main business activity

- 2.3.1 CMC Markets' principal business activity is trading CFDs on a proprietary basis, i.e. as a counterparty to our clients. The execution of client Orders is carried out as a non-advised transaction. CMC Markets merely executes Orders and quotes Prices for Trades. CMC Markets does not provide investment advice or brokerage nor does it assess the suitability of clients' Orders. No Order or Trade will give you or us any right (e.g. to surrender, acquire or hold title) to the underlying asset(s) of such Trade.
- 2.3.2 CFDs are cash-settled contracts designed to provide similar economic benefits to investing in the underlying asset(s), but without the costs and rights of investing in the underlying asset(s), although different costs or rights apply to Trades. When entering a Trade, you decide whether you want to speculate on a rising or falling value of the reference value, in technical jargon: go "long" or "short" or "buy" or "sell". You can then exit the Trade at any time and book the difference between the exit and entry Price as a profit or as a loss, depending on whether the Price has developed in the direction you expected or not.
- 2.3.3 As a market maker, CMC Markets provides its own Buy Prices and Sell Prices for its Products on the electronic Trading System on an ongoing basis. These Prices are not identical to the market Prices of the relevant underlying assets but may be determined by reference to the market Prices of the underlying assets, taking into account other factors.
- 2.3.4 CFDs are leveraged financial instruments. This means that you, as a client, do not have to pay the entire entry Price to CMC Markets, but between entry and exit (i.e. as long as a Trade is "open") you only have to leave the part of the entry Price not financed by CMC Markets in your Account as a type of security deposit ("Margin"). Trades are subject to Price fluctuations. Retail Clients may lose all of their Invested Capital. Professional Clients and Eligible Counterparties may lose more than their Invested Capital.
- 2.3.5 Trades are not suitable for all investors. Therefore, please ensure that you understand the risks involved and seek independent third party advice if necessary. You should also read our MT4 Risk Warning Notice. Investment success in the past is not an indicator of success in the future.

3. General information on the contractual relationship

3.1 Contractual language and communication

The relevant language for all communications (oral and/or written) between you and CMC Markets under our Agreement is English. We will also provide you with documents and other information in English. On your request, we may (but are not obliged to) agree with you to communicate with you in a language other than English. You should only agree to communicate with us in another language if you possess a proper knowledge and full understanding of that other language. If you select another language, you do so entirely at your own risk and you acknowledge and understand that non-English language support may not be available at all times.

3.2 Access to the Trading System and form of communication

- 3.2.1 Access to the Trading System is possible via a computer or by means of the apps for iPhone, iPad and Android devices. To access via a computer, an internet connection is required and you will need to download the MT4 Platform. Instructions on how to download the MT4 Platform are on our Website. The apps are available for download from the App Store and the Google Play Store. However, mobile access may not have all functions that are available via desktop computer.
- 3.2.2 We may communicate with you by letter, telephone, App or email to resolve matters relating to your Account.

3.3 Applicable Law and place of jurisdiction

- 3.3.1 Pursuant to the MT4 Terms of Business, the Agreement shall be governed by Irish law. Pre-contractual negotiations between you and CMC Markets shall also be governed by Irish law.
- 3.3.2 Pursuant to the MT4 Terms of Business, the non-exclusive jurisdiction for all disputes arising out of or in connection with the business relationship between you and CMC Markets shall be the Irish courts.

3.4 Principles for handling complaints (complaints procedure)

- 3.4.1 CMC Markets has a complaints handling policy (Complaints Procedure) which is available on our Website. Complaints can be made by telephone and/or in writing to our customer service team or via the live help function on the Back Office Platform.

3.5 Out-of-court complaint and redress procedures

- 3.5.1 If you are dissatisfied with the handling of a customer complaint by CMC Markets, you have the following options:
- (a) You can contact BaFin to review your complaint. BaFin's contact details for complaints are:
Federal Financial Supervisory Authority

Marie-Curie-Str. 24-28
60439 Frankfurt am Main
Germany

or to:

PO Box 50 01 51
60439 Frankfurt am Main

Graurheindorfer Str. 108
53117 Bonn
Germany
E-mail: poststelle@bafin.de

or to:

PO Box 1253
53002 Bonn

E-Mail: poststelle@bafin.de

Alternatively, you can use the form provided by BaFin on the following Website: https://www.bafin.de/EN/Verbraucher/BeschwerdenStreitschlichtung/BeiBaFinbeschwerden/BeiBaFinbeschwerden_node_en.html

- (b) If you are a consumer and your concern relates to our information obligations or your right of revocation, you can also contact the public conciliation body of the Deutsche Bundesbank. The address of the Deutsche Bundesbank's conciliation body is:

Deutsche Bundesbank
Schlichtungsstelle

Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main
PO Box: 10 06 02
60047 Frankfurt am Main

Germany

E-Mail: schlichtung@bundesbank.de

3.6 Client categorisation

- 3.6.1 We will treat you as a Retail Client for the purposes of Applicable Law, unless we have informed you otherwise in writing. If we have categorised you as a Professional Client or an Eligible Counterparty (whether or not at your request) you may not be entitled to certain protections afforded to Retail Clients by Applicable Law, including certain protections under the German Securities Trading Act (WpHG). You have the right to request a different client categorisation. If you request a different client categorisation, we will contact you to explain the process and any additional requirements applicable to the change.
- 3.6.2 If you are a Professional Client or an Eligible Counterparty, CMC Markets may in its reasonable discretion and in accordance with Applicable Law re-categorise you as Retail Client on prior written notice to you. If CMC Markets re-categorises you from Professional Client or Eligible Counterparty to Retail Client, different Margin requirements and Holding Costs will apply to you.

3.7 Note on the existence of a compensation scheme

- 3.7.1 CMC Markets is required to hold client money deposits separately from its own funds in segregated bank accounts. CMC Markets only uses accounts with reputable banks for this purpose.
- 3.7.2 In the unlikely event of CMC Markets becoming insolvent and in the event that we are unable to meet our obligations under the Agreement, you may be entitled to compensation from the Entschädigungseinrichtung der Wertpapierhandelsunternehmen (EdW).

3.8 Our right to cancel the Agreement

- 3.8.1 Under the terms of the Agreement, CMC Markets may terminate the Agreement unilaterally by giving you notice in writing. We will only terminate the Agreement where there is a valid reason for doing so and where we have informed you of the cancellation without delay.

3.9 Principles for dealing with conflicts of interest

- 3.9.1 Conflicts of interest cannot always be excluded in our business. In particular, conflicts of interest between you as a client and the following natural persons or legal entities are conceivable:

- (a) CMC Markets or any Associate of CMC Markets;
- (b) a person (employee or director) acting on behalf of CMC Markets; and
- (c) other clients.

The interests of persons within the meaning of (b) and (c) can always also be influenced by the interests of

- (d) other persons connected by friendship or family; or

- (e) companies in which the person referred to in (b) and (c) or a person associated with the person referred to in (d) has an interest or for which the person referred to in (b) and (c) or a person associated with the person referred to in (d) is active.

3.9.2 To avoid that extraneous interests influence the execution of Orders, CMC Markets has established principles on how to deal with conflicts of interest and has developed control mechanisms to comply with them. These include in particular the following measures:

- (a) All employees are regularly trained on how to deal with conflicts of interest and are encouraged to immediately report conflicts of interest arising from the business model or the systems and process flows at CMC Markets to their line manager, who will then, after assessment, escalate them to the Compliance Department, if necessary, so that it can work with management to find a solution.
- (b) Conflicts of interest arising from the employee's personal circumstances shall be reported directly to the Compliance Department.
- (c) The tasks of individual employees are clearly defined; operational functions and supervisory functions are separated in terms of personnel and access to client accounts, client data and other sensitive information is restricted in each case on a task-specific basis.
- (d) Our employees' own trading activities and secondary employment as well as the granting and receipt of inducements are only permitted to a limited extent and are monitored.
- (e) The implementation of client Orders by telephone is continuously monitored on a random basis; telephone conversations between our employees and clients are recorded and randomly checked.
- (f) The Trading System executes Trades automatically and as far as possible without manual intervention in accordance with the MT4 Order Execution Policy.
- (g) The remuneration of our employees is based on industry standard fixed base salaries. Variable remuneration components are designed in such a way that the financial incentive for short-term performance is not unreasonably high.

3.9.3 A Summary Policy of Conflicts of Interest is available on our Website.

3.10 Grants to and by third parties

3.10.1 CMC Markets does not accept third party inducements in connection with Trades entered into and Orders placed through the Trading System. However, CMC Markets does provide third party inducements in this context. These inducements are designed to improve the quality of the service provided to the client. They do not prevent the proper provision of the service in the interests of the client.

4. Information on the Trading System and Account

4.1 Rights and Obligations of CMC Markets and the Client

4.1.1 As a client, you are obliged to read the following documents thoroughly:

- (a) the Agreement between you and us (consisting of the MT4 Terms of Business, the MT4 Order Execution Policy and the MT4 Risk Warning Notice); and
- (b) other relevant documents, including the MT4 Cost Disclosure, this MT4 Consumer Information, the provisions contained in the online account opening form, the terms of use of our Website as well as Attributes, Rates and our quoted Prices of each Product (which can be accessed via the Trading System).

4.2 Essential performance features

4.2.1 Account, deposits and withdrawals

- (a) To trade through the Trading System, you will have to set up an Account with CMC Markets. The Account is an online-only account and is accessible through the Trading System.
- (b) In addition, you need a reference bank account at another institution ("reference account") from which or to which deposits or withdrawals can be made to/from your Account. You must be the holder of the reference account. Further details on deposits and withdrawals can be found in the MT4 Terms of Business.
- (c) All transfers of funds between the Account and the reference account will be made through an account maintained in Euro with CMC Markets (Account Holder). For bank transfers to your Account, please enter your CMC Markets Account number as the payment reference.
- (d) Alternatively, you have the option of making a deposit to your Account via the Back Office Platform under the "Payments" module or by telephone via credit card or debit card. To do this, the credit card or the debit card must be stored in our database. You can also make deposits to your Account via PayPal.
- (e) Amounts and profits that are not (or no longer) required for Trades can be transferred back to your registered reference bank account or registered credit card on file. You can initiate the withdrawal via the

Back Office Platform or via our customer service. For more information on account management and the right to request a refund, please refer to the MT4 Terms of Business.

- (f) CMC Markets may charge a fee of up to €25 for express withdrawals and withdrawals to accounts outside the country from which you initiated the account opening process on the CMC Markets Website. Please check your bank's terms of business for any charges levied by your bank.

4.2.2 General services related to Trades

- (a) The Trading System is a fully automated online trading platform for entering into Trades with CMC Markets and is accessible as described in paragraph 3.2.1 above.
- (b) As part of the Trading System, CMC Markets continuously provides its own Prices for transactions in Trades and enters into Trades with Clients at the Prices prevailing at the time of execution of the relevant Order to open or close. CMC Markets reserves the right to reject Orders to enter into Trades without giving reasons.

4.2.3 Entering into Trades via the Trading System

- (a) The Trading System allows you to enter into Trades, each of which provides for the cash settlement of the performance of an underlying asset. Trades are subject to a risk of loss as you may lose all of your Invested Capital if you are a Retail Client. To enter into a Trade, you must place an Order on the MT4 Platform that specifies the Product and whether you wish to enter into a buy or sell Trade. It must also include the following information: The type of Order, the Price at which you wish to buy or sell, the Units (which may be calculated automatically by the Trading System based on the Amount you specify on the Order ticket) to be the subject of the Trade and, if desired, a Stop Loss Order, Stop Order, Limit Order and/or Take Profit Order. Trades are entered into solely between you as a client and CMC Markets. Trades do not entitle you to receive or deliver the underlying underlying assets.
- (b) CFDs are leveraged financial instruments. You must maintain the required Margin in your Account. Details on the calculation of the required Margin are set out in the MT4 Order Execution Policy.
- (c) CMC Markets fulfils its account management obligations by recording incoming and outgoing payments and netting positive and negative trading results.

4.2.4 Reports on executed Trades

- (a) Reports on executed Trades will only be provided via the Back Office Platform. There you can view all your Orders and Trades in the printable account history during the statutory retention periods. For details, please refer to Section 4.3 of the MT4 Terms of Business.
- (b) Electronic account statements can be ordered on the Back Office Platform and are sent by e-mail.

4.2.5 Indications of risks and Price fluctuations

- (a) As already briefly explained, Trades executed via the MT4 Platform are subject to particular risks due to the specific characteristics of these transactions as well as due to the peculiarities of the trading via the internet. Trading and/or entering into Trades via the MT4 Platform is therefore one of the riskiest forms of investment on the financial market. It is only suitable for investors with sufficient experience and knowledge in trading derivatives. Retail Clients may lose their Invested Capital. Professional Clients and Eligible Counterparties can lose more than their Invested Capital.
- (b) One of these typical risks is that the prices of the underlying assets are subject to fluctuations in the financial market over which CMC Markets has no control. These fluctuations directly affect the profits or losses from individual Trades.
- (c) Trades refer to the performance of underlying assets, but do not replicate it 1:1. Due to the potential multiple indirect link between the price development of a Trade and the price development of the asset referred to, the risk may increase compared to an isolated acquisition of the underlying asset.
- (d) Moreover, due to the so-called leverage effect typical of such Trades, even small Price movements can lead not only to high profits but also to large losses. If you are a Retail Client, this can lead to a loss of your entire Invested Capital. Professional Clients and Eligible Counterparties can lose more than their Invested Capital.
- (e) In addition, other risks typical for CFDs may materialise. In particular, there is the risk that a Trade cannot be closed in time or can only be closed at unfavourable conditions.
- (f) Gains generated in the past are not an indicator of future gains or increases in value.
- (g) Due to Price fluctuations, the Unrealised Profit Or Loss shown on the Trading System at a point in time may not correspond to the actual Unrealised Profit Or Loss, i.e. the Realised Profit or Realised Loss that you would make or suffer if you were to close one or all of your Trades immediately.

- (h) There are costs associated with trading with CMC Markets. Please see paragraph 4.3 below for further details on costs.
- (i) More detailed information on risks is contained in our MT4 Risk Warning Notice (which was provided to you as part of the account opening process and is also available on our Website).

4.3 Fees for the services provided by CMC Markets and other costs

- 4.3.1 Details of the costs for the services provided by CMC Markets and other costs and information as to when the relevant fees and charges will be deducted from your Account are set out in our MT4 Costs Disclosure and MT4 Terms of Business, both of which are available on our Website.
- 4.3.2 You may incur other charges in connection with Orders or Trades placed or executed on the MT4 Platform which are not paid through or charged by us. Such costs include, but are not limited to, deposit, telephone, internet and other communication costs.

4.4 Our right to vary the terms and certain costs under the Agreement

- 4.4.1 Under the terms of the Agreement, CMC Markets may unilaterally alter the terms of the Agreement. We will only alter the terms of the Agreement where we have provided you with at least ten (10) Business Days' notice of such amendments and you will be offered an option to terminate the Agreement before the amendment takes place.
- 4.4.2 Under the terms of the Agreement, CMC Markets may impose and/or vary costs from time to time where we have a valid reason for doing so, including where the relevant alteration or determination of price relates to transactions, products or services where the price is linked to fluctuations in a stock exchange quotation or index or a financial market rate that CMC Markets does not control and where we have informed you and any other contracting party of the alteration without delay.

4.5 References to taxes payable by the client

- 4.5.1 We recommend that our clients consult an independent tax advisor in connection with the Trades.
- 4.5.2 If you are not a resident of Germany, please note that you may incur other local taxes and duties in connection with Trades due to your residence which will not be paid through or invoiced by CMC Markets but will be payable by you. Income from Trades on dividend adjustments related to US equity derivatives are subject to a 30% withholding tax in the United States, subject to certain conditions. You may be eligible for a lower withholding tax rate (typically 15%) if you are resident in a country with a double tax treaty with the United States and provide us with the relevant form W-8 or W-9. CMC Markets is obliged to withhold the relevant tax amount provided the conditions are met.

4.6 Reservations of performance or acceptance

- 4.6.1 We reserve certain rights regarding the acceptance of Trades in relation to the Account, payments and withdrawals:
 - (a) We are entitled to refuse your application to open an Account.
 - (b) We may in certain circumstances reject or postpone all or part of your request to withdraw funds from your Account (see our MT4 Terms of Business).
- 4.6.2 We reserve certain rights in relation to Trades via the MT4 Platform:
 - (a) CMC Markets may remove any Product from the Trading System.
 - (b) CMC Markets is entitled to reject Orders to enter into Trades without giving reasons;
 - (c) The terms on which you enter into Trades with CMC Markets may change over time, please refer to the MT4 Terms of Business. This applies in particular with regard to Prices, Attributes, Rates, Margin Rates and Margin.

4.7 Contractual term/contractual termination rules

- 4.7.1 The Agreement between you and us on which the business relationship is based is concluded for an indefinite period. There is no minimum term. The provisions of the MT4 Terms of Business shall apply to the termination of the Agreement.
- 4.7.2 You may terminate the Agreement in writing at any time without cause.
- 4.7.3 We may terminate the Agreement and close any Account at any time by giving you notice in writing with a notice period of at least ten (10) Business Days. If there is a valid reason, the notice period may be shorter. During the notice period, we are entitled to set your Account to "Reduce Only" or "Unauthorised to Trade". In this case, you can only cancel open Orders for Trades and close Trades.
- 4.7.4 After expiry of the notice period specified in the notice of termination, all Orders and Trades still open at that time will be cancelled and the Account as such will be closed.
- 4.7.5 During the notice period, you should download any documents and information - e.g. your account history - from the Account that you may still need after closing the Account and save or print them elsewhere.

5. Information on special features of the distance selling contract

5.1 Information on the conclusion of the contract

5.1.1 Opening of the Account

- (a) Prospective clients need to complete our account opening form accessible via our Website. In that form, you will have the option to view, print and download the following documents by clicking on a link:
- i. MT4 Terms of Business;
 - ii. MT4 Risk Warning Notice;
 - iii. MT4 Order Execution Policy;
 - iv. MT4 Cost Disclosure; and
 - v. MT4 Consumer Information.
- (b) Once the relevant know-your-customer checks and anti-money laundering checks have been completed to CMC Markets' satisfaction and you have accepted the relevant legal documentation we may proceed with the opening of your Account and will inform you accordingly .

5.1.2 Entering into Trades via the Trading System – Technical steps leading to the conclusion of the contract:

Trades on the MT4 Platform are entered into by placing an Order on the MT4 Platform. For further details, please refer to the MT4 Terms of Business and this MT4 Consumer Information.

5.2 Information on the execution of an Order

5.2.1 Acceptance of an Order by CMC Markets will be confirmed immediately thereafter in the "Trade" section of the MT4 Platform.

5.2.2 Confirmation of the execution of Orders is displayed on the Back Office Platform in the "Account History" section.

5.2.3 You have expressly agreed to this form of acceptance and confirmation of execution.

5.3 Retention of the contractual information by CMC Markets

5.3.1 CMC Markets stores the declarations made by you during the online registration process and the MT4 Terms of Business accepted by the you. You will have the opportunity to download and/or print the current MT4 Terms of Business during the account opening process and when notified of changes to the MT4 Terms of Business (see in detail 5.1.1.(a) above). The current MT4 Terms of Business and the other documents relevant to the Agreement are also available for download from the Website. Upon request, CMC Markets will also make available to you the MT4 Terms of Business applicable to you on a particular date in the past.

5.4 Availability of the MT4 Terms of Business

5.4.1 The applicable MT4 Terms of Business are provided to you as part of the online registration process. They will also be sent to you by e-mail prior to Account opening. In addition, they can be viewed online at any time on our Website. We will notify you of any changes to these MT4 Terms of Business on the Website and by email.

5.5 Correction of input errors

5.5.1 Before submitting your details in the online application form, you can scroll backwards and forwards through the various steps at any time and change the information you have provided there. After this point, you will need to contact us if any changes to your details are required. After the Account has been opened, we will periodically ask you to check and, if necessary, update your client data.

5.5.2 Before placing the relevant Order, you can check and amend the details relating to that Order at any time on the MT4 Platform. After placing an Order, corrections are no longer possible. Special care should be taken if you activate the 1-click trading option for Trades on your Account. When using this function, most of the details of a Trade are taken from your default settings. You do not see the entire Order ticket at the time of entering into the Trade, but only the relevant Price and confirm it with one click. This function is therefore not suitable for beginners.

5.6 Cancellation right

5.6.1 As a consumer, you have the right to revoke your declaration of intent to conclude a contract via the MT4 Platform within a certain period of time without stating reasons in the case of distance selling contracts. However, in the case of distance selling contracts for the provision of financial services, the Price which is subject to fluctuations on the financial market over which the trader has no influence and which may occur within the revocation period, the right of revocation is excluded. This applies, among other things, to services in connection with tradeable securities and derivatives, which also includes Trades on our Products. Trades on our Products therefore cannot be revoked. For this reason, the following cancellation policy expressly relates only to the framework agreement for the management of your Account (the "Agreement") with CMC Markets:

Beginning of the cancellation policy

Cancellation policy

Right of withdrawal

You may revoke your contractual declaration within 14 days without stating reasons by means of a clear declaration. The period begins after you have received the contractual provisions, including the general terms and conditions on a durable medium (e.g. letter, fax, e-mail), but not before conclusion of the contract and also not before fulfilment of our information obligations in accordance with applicable statutory provisions. To comply with the revocation period, it is sufficient to send the revocation in good time if the declaration is made on a durable data medium (e.g. letter, fax, e-mail). The revocation must be sent to:

CMC Markets Germany GmbH

Garden Tower

Neue Mainzer Str. 46-50

60311 Frankfurt am Main

Germany

Phone (Germany): +49 (0)69 22 22 440 00

Phone (Ireland): +353(0)1 256300

Fax: +49 (0)69 77044 734

E-mail: info@cmcmarkets.ie

Consequences of revocation

In the event of an effective revocation, the services received by both parties shall be returned. You are obliged to pay compensation for the value of the service provided up to the time of revocation if you were made aware of the legal consequence before submitting your contractual declaration and expressly consented to our commencing with the performance of the service in return before the end of the revocation period. If there is an obligation to pay compensation, this may mean that you still have to fulfil the contractual payment obligations for the period before the revocation. Your right of withdrawal expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the sending of your notice of cancellation and for us with its receipt.

Special notes

Upon revocation of this contract, you will also no longer be bound by a contract related to this contract if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

End of the cancellation policy

5.7 Validity of the MT4 Consumer Information

5.7.1 This MT4 Consumer Information is valid until further notice.