CMC Markets Germany GmbH
Risk Warning Notice
October 2026

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 our 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 CFD Margin Trades, OTC Option Contracts and our services. However, this notice does not explain all of the risks and other significant aspects involved in investing in our CFD Margin Trades and OTC Option Contracts. You should take sufficient time to read all the relevant information that we provide to you before entering into a CFD Margin Trade or OTC Option Contract.

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 Retail Client, you risk losing your entire Invested Capital or in the case of Long OTC Option Contracts, the Premium. Where we have categorised you as a Professional Client or an Eligible Counterparty, your losses from CFD Margin Trades or OTC Option Contracts may exceed your Invested Capital and you may be required to make further payments.

The higher the leverage involved in a CFD Margin Trade, the higher the risks involved.

You should not enter into CFD Margin Trades or OTC Option Contracts 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.

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

2.1 We do not provide investment, financial, legal, tax, 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 8, 10 and 12 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 CFD Margin Trades or our OTC Option Contracts 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.

4.2 In order to form our Prices for our OTC Option Contracts, we use pricing models with inputs from the underlying markets, including pricing from other Trading Venues.

4.3 In certain circumstances, we may not be able to use our standard pricing models for example, where market conditions prevent us from doing so. In this case we may revert to other pricing methodologies.

5. Retail Clients may lose their entire Invested Capital when they enter into CFD Margin Trades with us.

5.1 If you are a Retail Client, when you enter into CFD Margin Trades 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 CFD Margin Trade will be the amount that you owe us when that CFD Margin Trade is closed. Even over a short space of time this amount may be as large as the Invested Capital. CFD Margin Trades 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 CFD Margin Trade.

5.3 It is therefore important that you monitor your CFD Margin Trades closely and the rate of leverage utilised. A small movement in Price may have a large impact on your CFD Margin Trades and Account and may result in immediate Account Close-Out.

5.4 There are costs associated with trading with us. Depending on the CFD Margin Trades you enter into, and how long you hold them for, we may require you to pay Commission and/or Holding Costs. If you keep CFD Margin Trades 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. Retail Clients may lose their entire Invested Capital when they enter into an OTC Option Contract with us.

6.1 If you are a Retail Client when you enter into a Long OTC Option Contract with us, you risk losing the entire value of the Premium. When you enter into a Short OTC Option Contract, your potential loss is unlimited, unless you benefit from Negative Balance Protection in which case, your potential loss is limited to your Invested Capital.

6.2 There are costs associated with trading with us. Depending on the OTC Option Contracts you enter into, and how long you hold them for, we may require you to pay Commission. Only trade with money you can afford to lose.

6.3 Your risk will be dependent upon whether you “buy” (i.e. a long position) or “write” (i.e. a short position) an OTC Option Contract.

6.4 Buying OTC Option Contracts involves less risk than selling OTC Option Contracts because, if the price of the underlying asset moves against you, you can simply allow the Position to expire. The maximum loss is limited to the Premium, plus any commission or other transaction charges.

6.5 If you “write” an OTC Option Contract, the risk involved is considerably greater than a “buy” OTC Option Contract. You may be liable for margin to maintain your Position (and therefore have to post Margin) and a loss may be sustained well in excess of the Premium received (subject to Negative Balance Protection).

7. Your CFD Margin Trades, OTC Option Contracts and Positions are at risk of being closed automatically.

7.1 The automatic closure of your CFD Margin Trades, OTC Option Contracts and/or Positions by our Platform is intended to prevent you incurring further losses and we may close all CFD Margin Trades, OTC Option Contracts and/or Positions on your Account, not just CFD Margin Trades or OTC Option Contracts 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 and, in the case of OTC Option Contracts, other factors such as volatility, time to expiry, etc. 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.

8. Market circumstances may impact your trades in any of our Products.

8.1 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 or close a CFD Margin Trade or OTC Options Contract with us, and we may be unable to execute your Orders for CFD Margin Trades or OTC Options Contract 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.

8.2 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. Where CMC offers out of hours trading, this risk still exists; this risk may be exacerbated by limited liquidity in the underlying market during out of hours trading. In periods of price volatility there may not always be an opportunity for you to place an Order for a CFD Margin Trade or OTC Options Contract between two Prices, or for our Platform to execute a Pending Order for a CFD Margin Trade 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 CFD Margin Trade or OTC Options Contract

8.3 In respect of OTC Option Contracts, other factors that can impact the value include but are not limited to, the remaining time to expiry or implied volatility of the underlying asset. This means that even if the value of the underlying asset has not changed, the value of the OTC Option Contract may change.

9. 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.

9.1 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.

9.2 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.

10. Technical risks and other circumstances may affect your trades in any of our Products.

10.1 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.

11. Different Products pose different risks.

11.1 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 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.

11.2 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.

12. Cryptocurrencies.

12.1 Cryptocurrencies, which are generally unregulated in themselves, are high-risk, speculative investments, which will impact any cryptocurrency CFD Margin Trades and OTC Option Contracts that you enter with us. However, CFDs (including CFD Margin Trades) and OTC Option Contracts linked to cryptocurrencies are regulated by BaFin in Germany.

12.2 The value of cryptocurrencies, and therefore the value of CFD Margin Trades or OTC Option Contracts linked to them, is extremely volatile. They are vulnerable to sharp changes in price due to unexpected events or changes in market sentiment. CFD Margin Trades and OTC Option Contracts 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 CFD Margin Trades or OTC Option Contracts based on other Products.

12.3 You should only invest in cryptocurrency CFD Margin Trades or OTC Option Contracts if you consider that you have the knowledge and experience of, and fully understand the risks associated with CFDs, OTC Option Contracts and cryptocurrencies.

13. Foreign markets add further risks.

13.1 Foreign markets will involve different risks, which can impair our ability to generate Prices. The potential for profit or loss from CFD Margin Trades or OTC Option Contracts 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 CFD Margin Trade or an OTC Option Contract.

13.2 In particular, where the relevant Product Currency is different to the relevant Account Currency, any Margin requirement, Holding Costs, realised and unrealised losses or profits will be converted to the Account Currency at the Currency Conversion Rate. Depending on the Currency Conversion Rate and currency fluctuations, this may have an impact on your Account Revaluation Amount and on any potential profits that you make or losses that you incur.

13.3 Furthermore, OTC Option Contracts may incur FX risk in respect of the Premium. For example, where you have a Long Position in an OTC Option Contract in a Product where the Product Currency is different to the relevant Account Currency, the Premium will always be quoted in the Product Currency at the prevailing Currency Conversion Rate but the Premium will be converted into the Account Currency at the Currency Conversion Rate at the time that the Premium is due and payable i.e., when the OTC Option Contract is closed or expires. Therefore, where the Product Currency and Account Currency differ, you will be exposed to FX risk in respect of the Premium between the time an Order for an OTC Option Contract is executed and the time such OTC Option Contract is closed or expires.

14. You should not finance your trades in any of our Products on credit.

14.1 You must not rely on being able to redeem borrowed funds with any profits from any trades in our Products.

15. Past performance is not indicative of future performance.

15.1 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.

16. We cannot guarantee protection of your money.

16.1 Money that we hold on your behalf will be held in a segregated client money trust account separate from our own money, although this may not provide complete protection (for example, if the bank that we use becomes insolvent).

16.2 Full details on how we will treat your money are provided in our Terms of Business and you should ensure that you have read the Terms of Business carefully before opening an Account with us or entering into any trade in any of our Products.

17. Tax treatment may vary.

17.1 The tax treatment of your trading activities depends on your individual circumstances and may be subject to change in future.

18. Access to our Platform via mobile applications.

18.1 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.

19. Automated Trading.

19.1 Automated Trading is available via third parties on the MetaTrader Platform. You should not enter into Trades using Automated Trading unless you fully understand the risks involved. If you are in any doubt you should seek independent professional advice.

19.2 CMC Markets does not recommend or endorse any use of Automated Trading, and you are responsible for all Trades you enter as a result of using Automated Trading. You are also responsible for ensuring that you have sufficient funds in your Account to satisfy any Trades automatically opened with Automated Trading.

19.3 Automated Trading is only available when you are logged into the MetaTrader Platform and connected to the internet. If you are not logged in to the MetaTrader Platform and connected to the internet, Automated Trading will not be triggered.

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

1. You may lose more than any deposit when you enter into CFD Margin Trades or Short OTC Option Contract with us

1.1 When you enter into CFD Margin Trades or Short OTC Option Contracts 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. 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.

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. Your CFD Margin Trades and/or OTC Option Contracts are at risk of being closed automatically.

2.1 In addition to paragraph 7.1 of section A above, if we have agreed to provide you with an additional service:

2.1.1 your CFD Margin Trades or OTC Option Contracts 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

2.1.2 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.

3. Market circumstances may impact your CFD Margin Trade or OTC Option Contract

3.1 In addition to paragraph 8.2 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 a Pending Order for a CFD Margin Trade at a Price between two Prices where the Price has gapped.

4. Access to any additional service.

4.1 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 10 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.