

CMC Markets Ireland
**Additional Terms of Business
for fixed risk accounts**

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**CMC MARKETS IRELAND
ADDITIONAL TERMS OF BUSINESS FOR FIXED RISK ACCOUNTS**

Trading in contracts for differences (CFDs) carries a high level of risk to your capital. Even if you have a Fixed Risk Account, you may lose all the money that you deposit with us. Make sure you fully understand the risks involved and take independent advice if necessary. CFD trading may not be suitable for every customer.

This document sets out our additional terms of business for Fixed Risk Accounts (the "Additional FRA terms"). Please note that in providing you with a Fixed Risk Account and limiting some of the potential losses that you might incur when trading CFDs with us under a standard account, there is a greater risk that we may incur losses that that we cannot recover through hedging our risk with third parties. As a result, certain terms and conditions (including but not limited to charges, trading hours, Margin Percentages) that we apply in relation to Fixed Risk Accounts, differ from those terms and conditions that we apply to standard CFD accounts. You should read this document carefully in conjunction with our standard CFD Terms of Business, and make sure that you understand these differences.

1 Scope of these Additional FRA Terms

- 1.1 The standard CFD Terms of Business and these Additional FRA Terms form part of the Agreement between you and us. The Additional FRA Terms should be read in conjunction with our standard CFD Terms of Business.
- 1.2 The standard CFD Terms of Business are applicable to your Fixed Risk Account unless provided for otherwise in these Additional FRA Terms. These Additional FRA Terms will prevail over any standard CFD Terms of Business should there be a discrepancy.
- 1.3 Certain capitalised words and expressions used in these Additional FRA Terms have (unless stated otherwise or defined separately below) the meanings set out in the Glossary at clause 25 of our standard CFD Terms of Business. The following defined terms and expressions used specifically in these Additional FRA Terms are capitalised and shall have the meanings set out below:

"Fixed Risk Account"	means an Account designated by us as a fixed risk account;
"Maximum Portfolio Size"	means the maximum combined value allowed for all open Contracts on your Fixed Risk Account at any time, as specified from time to time in the Rates Schedule;
"Maximum Position Size"	means the maximum value allowed for any one open Contract on your Fixed Risk Account at any time, as specified from time to time in the Rates Schedule;
"Minimum Distance"	means the minimum difference between the Underlying Contract Price quoted by us and the Stop Level, as specified from time to time in the Rates Schedule;
"Stop level"	means the price set by you at which you are prepared for a Stop Order to be triggered for dealing;
"Stop Order"	means for purposes of a Fixed Risk Account by an order placed by you and accepted by us to close a specific Contract but only when the Stop Level is reached or passed;

2 Our Activities

- 2.1 The range of financial instruments in relation to which you may enter into Contracts on your Fixed Risk Account is set out in the Rates Schedule. We may, in accordance with clauses 21.4-21.6 of our standard CFD Terms of Business, amend the list of instruments available for the Fixed Risk Account at any time.
- 2.2 The range of instruments available for the Fixed Risk Account is more limited than the range of instruments available for our standard CFD account. It is your responsibility to ensure that you are aware of the instruments available for trading on your Fixed Risk Account.

3 Trading Hours for Fixed Risk Accounts

- 3.1 All Contracts entered into in respect of Fixed Risk Accounts which relate to a single Security may only be traded during the time when the exchange (where the Underlying is traded and which we reference for pricing purposes) is open. We refer to this as Limited Hours Trading. We will not quote prices, accept orders or instructions or execute any orders in relation to such Contracts during any time when the relevant exchange is closed for business.
- 3.2 Unless we notify you otherwise in writing (including by email), any references in Appendix I Part A of our standard CFD Terms of Business 'Traded Securities to Which Limited Hours Trading Does Not Apply', are not relevant to Fixed Risk Accounts. Please also see clause 9.1(a) of the Additional FRA Terms below.

4 CFD Trading Process for Fixed Risk Accounts

- 4.1 Subject to clause 3.1 above and to the standard CFD Terms of Business, we may, on terms that we specify from time to time in the Rates Schedule, allow you to place a Stop Order on your Fixed Risk Account.
- 4.2 We shall not execute a Stop Order to close all or part of a long position at a price below the Stop Level. We shall not execute a Stop Order to close all or part of a short position at a price exceeding the Stop Level.
- 4.3 Where a Stop Order is triggered for dealing as a result of any dividend or distribution attributable to any relevant underlying Security, the Stop Order will be carried out at the closing price quoted by us on the Business Day before the Ex-Dividend Date, less the amount of any account adjustment made by us for such dividend or distribution in accordance with clause 5 of Appendix I 'Part A' of the standard CFD Terms of Business. Where a Stop Order is triggered for dealing as a result of any of the corporate events described in clause 5.13 (a) to (c) of Appendix I 'Part A' of the standard CFD Terms of Business, we will fill the Stop Order at the price we shall reasonably consider appropriate to account for the diluting or concentrative effect of the corporate event or otherwise necessary to preserve the economic equivalent of the rights and obligations of us and you under the Contract immediately prior to such event.
- 4.4 Stop Orders may not be placed to directly or indirectly open a new position or to reverse an existing position. They may only be placed to close all or part of an open position.
- 4.5 Stop Orders may only be placed during the time when the relevant exchange, where the Underlying is traded, is open.
- 4.6 Stop Orders may not be placed if, at any time, trading in the Underlying is restricted or suspended.
- 4.7 A Stop Order may only be placed at a Stop Level which is at least at the Minimum Distance from the current Underlying Contract Price quoted by us. **It is your responsibility to**

ensure that you know what the relevant Minimum Distances are. In order to respond to increased volatility we may, at our discretion, temporarily change the Minimum Distance without prior notice to you. Such change shall take effect immediately for new Stop Orders but shall not apply to Stop Orders which have been accepted at the time of the change.

5 Account Restrictions

5.1 You may only have one Fixed Risk Account to trade CFDs with CMC. If you have another account to trade CFDs or other instruments with CMC or one of its Associates, then such account will (unless otherwise expressly provided for) be treated as entirely separate, and any credit on one account (including monies deposited as margin) will not discharge your liabilities in respect of your Fixed Risk Account

5.2 You may not hold a long or short position on your Fixed Risk Account at any time that you (or any person who has authorised you under clause 5.2 of the standard CFD Terms of Business, or any person who we reasonably believe to be acting jointly or in concert with you) hold an opposing long or short position in relation to the same Underlying on an account with CMC or any of its Associates.

5.3 A Maximum Portfolio Size (limiting the combined absolute value of all open Contracts on your Fixed Risk Account) and a Maximum Position Size (limiting the maximum value of any one open Contract) will apply. **You are responsible for ensuring that these limits are complied with when trading on your Fixed Risk Account.** We may, in accordance with clauses 21.4 – 21.6 of our standard CFD Terms of Business vary the Maximum Portfolio Size and/or Maximum Position Size in our absolute discretion by amending the Rates Schedule, and it is your responsibility to ensure that you know what the current limits are.

5.4 Please see clause 7 of the Additional FRA Terms below for our right to refuse the opening of new Contracts and/or close out or limit your open Contracts, if the Maximum Portfolio Size and/or the Maximum Position Size has been or would be exceeded, or if we reasonably consider that you have not complied with clause 5.2.

6 Fixed Risk

6.1 In respect of Fixed Risk Accounts, you agree to provide to us such margin as is required under clause 7 of our standard CFD Terms of Business in respect of each Contract. **You should read carefully the margin, liquidation and payments process described in clauses 7, 8 and 9 of our standard CFD Terms of Business.**

6.2 If at any time there is a debit balance on your Fixed Risk Account, we will waive our right to claim the deficit on your Fixed Risk Account and will return the account balance to nil prior to the following Business Day, subject always to our right to set-off any amounts owed or likely to be owed by us to you in respect of your Fixed Risk Account against such deficit, including but not limited to any interest accrued on your Account balance under clause 10.7 of the standard CFD Terms of Business. Please remember that we always retain the right to close any open Contracts if you fail to maintain sufficient funds on your Fixed Risk Account to meet your Margin Requirement.

6.3 We may refuse to accept the deposit of further funds on your Account until we have returned the account balance on your Fixed Risk Account to nil in accordance with clause 6.2.

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7.1

Our Right to Close or Limit Your Contracts

In addition to our rights to close out all or part of your open Contracts or to limit the size of your open positions in the circumstances set out in clause 8 of our standard CFD Terms of Business, we shall have the following rights in respect of your Fixed Risk Account:

- (a) to close all or part (as we reasonably consider appropriate) of your open Contracts if the combined absolute value of your open Contracts exceeds the Maximum Portfolio Size;
- (b) to close all or part of an open Contract if its value exceeds the Maximum Position Size;
- (c) to limit the size of your open positions (net or gross) if the Maximum Portfolio Size and/or Maximum Position Size has been or would be exceeded;
- (d) to close all or part of an open Contract if we reasonably consider that you have not complied with clause 5.2 of these Additional FRA Terms;
- (e) to refuse the opening of new Contracts if the Maximum Portfolio Size and/or the Maximum Position Size has been or would be exceeded.

We will use our reasonable endeavours to contact you before taking any action pursuant to paragraphs (a) to (c) of this clause.

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Making Payments

8.1

Subject to clause 9.11 of our standard CFD Terms of Business, if the statement of your Fixed Risk Account shows a credit balance, you may request us to send you a cheque or effect payment by alternative means in respect of such amount. Such payments will usually be made no earlier than 24 (twenty-four) hours after receiving the instruction to withdraw funds, or – if later – on the following Business Day.

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Information on Appendix I

9.1

In so far as Appendix I of our standard CFD Terms of Business is concerned, please note that in relation to 'Part A - Security, Basket and Index Spots and Forwards'

- (a) clauses 2.5 and 2.6 do not apply in respect of your Fixed Risk Account as Contracts which are based on a single Security are subject to Limited Hours Trading in accordance with clause 3 of these Additional FRA Terms; and
- (b) clauses 2.10 to 2.12 do not apply as Grey Market Securities are not currently available in respect of your Fixed Risk Account.

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