

# **CM-Equity AG**

## **Pre-contractual information for distance and off-premises contracts about financial services**

In the case of contracts for financial services concluded at a distance or away from business premises, the financial institution is obliged to inform the consumer in good time before the conclusion of the contract in accordance with Article 246b EGBGB.

CM-Equity AG (hereafter „**CME**“ or “**financial institution**”) provides the client with the following information in connection with distance contracts for financial services in the context of the brokerage agreement in order to fulfill its duty to inform pursuant to Article 246b § 2 paragraph 1 in connection with Article 246b § 1 paragraph 1 EGBGB (Section I). In addition, the client will receive the cancellation policy (Section II).

### **Section I**

#### **General information on the financial institution**

##### **1. Identity of the financial institution**

CM-Equity AG (“**CME**”) is a German corporation with its registered office in Munich and is registered in the Commercial Register of the Local Court of Munich under the registration number HRB 143533.

##### **2. Main business activity of the financial institution**

CME is a financial institution responsible for (among other things) the provision of:

- Financial Portfolio Management,
- Investment Brokerage,
- Acquisition Brokerage,
- Investment Advisory

to private and professional clients.

In addition, the financial institution conducts placement business, proprietary trading, and proprietary business.

### **3. Competent supervisory authority**

CME is supervised by the Federal Financial Supervisory Authority (BaFin), Graurheindorfer Str. 108, 53117 Bonn and Marie-Curie-Str. 24-28, 60439 Frankfurt am Main (Internet: [www.bafin.de](http://www.bafin.de)) and the Deutsche Bundesbank, Wilhelm-Epstein-Str. 14, 60431 Frankfurt am Main (Internet: <https://www.bundesbank.de>).

### **4. Summonable address of the financial institution and information on communication**

CM-Equity AG  
Kaufingerstrasse 20  
80331 Munich  
Phone: +49 (0) 89 18904740  
Fax: +49 (0) 89 189047499  
E-Mail: [info@cm-equity.de](mailto:info@cm-equity.de)  
Website: [www.cm-equity.de](http://www.cm-equity.de)  
Board of Directors: Michael Kott (CEO), Jens Brunke

## **Information on the contract and its fulfillment**

### **5. Essential characteristics of the service**

CME offers assistance to the Client with the account opening procedure at Interactive Brokers ("Institute Servicing the Account" or "Servicing Institute") and shall provide general information (if requested) on trading procedures and products to the Client. CME acts as introducing broker to the Institute Servicing the Account. CME is in possession of all official licenses required to provide its services but offers no investment advice. OptimTrader ([www.optimtrader.com](http://www.optimtrader.com)) is an exclusive online service by CME and is directed only at experienced clients with sufficient expertise. Information on the financial instruments is standardized and does not take into account the personal circumstances of the Client.

### **6. Information on how the contract is concluded**

The brokerage agreement is concluded when the client and CME agree on its content and the contract is then signed by the client.

### **7. Total price of the service including all price components**

CME shall receive for its services a markup on the commission for every purchase or sale of the Client and remunerations on the interests for cash held. The current prices for CME's services are available in its pricing policy, which is available on [www.optimtrader.com/en/trading-accounts](http://www.optimtrader.com/en/trading-accounts). The amount of the fee may vary, depending on the financial instrument or the value of the underlying asset, as a percentage of the trading volume or as an absolute fixed fee per trade.

### **8. Information on taxation**

Income from securities is generally subject to taxation. The same applies to profits from buying or selling securities.

Depending on the respective Tax Law (domestic or foreign country), capital gains taxes or other taxes may be due at the payout of any gains. These taxes are to be paid to the local authorities and therefore deducted from the profit paid to the Client. The Client may consult his/her tax advisor for any questions regarding individual Tax Laws, especially if the Client is subject to taxation in foreign countries.

#### **9. Additional costs, if any, that are not charged via the financial institution**

In addition, charges of the Institute Servicing the Account may be incurred. For further information, please refer to the pricing list of the Institute Servicing the Account.

The Institute Servicing the Account shall debit its commissions and CME's commissions as one amount from the Client's Account. Both commissions shall appear as a total in the statement of account, labeled as total commissions of the Institute Servicing the Account.

#### **10. Risk Notice**

Securities trading by the Client is subject to specific risks, in particular, including:

- Risk of adverse price movements
- Credit risk (default risk or bankruptcy risk)
- Total loss risk

The price of a security is subject to volatility in the financial market, which is beyond the control of the Company.

Leveraged trading (e.g. futures trading, Forex trading, CFD trading) may carry high risks for the Client due to its vulnerability to volatility. This highly speculative business may result, in extreme cases, in a loss exceeding the capital invested.

Please carefully read all information included in the Brokerage Agreement and the Risk Disclosure documents specified in the General Terms and Conditions section 2.6, for a complete understanding of the functionality of these financial instruments and the risks they are subjected to.

Positive past results of trading strategies do not indicate future profits and do not guarantee future performance.

#### **11. Details regarding payment and fulfillment**

CME shall fulfill the agreement by using the Client's authorization to prepare the account opening with the Institute Servicing the Account and to forward the Client's account application to the Institute Servicing the Account. CME is not obliged to broker the service requested by the Client successfully to the Broker or to provide the service itself.

## **12. Right of revocation**

After conclusion of the contract, clients have a right of revocation. In the case of several persons entitled to revocation, the right of revocation shall accrue to each of them individually.

In the event of an effective revocation, the services received by both parties are to be returned.

The financial institution draws the client's attention to the fact that, in the event of revocation of the contract, the client shall only be obliged to pay compensation for the service provided by the financial institution if the client expressly agrees to the financial institution commencing performance of the service before the end of the revocation period.

If the contract is revoked within the revocation period and the client has agreed that the execution of the service had started before the end of the revocation period, the client shall pay compensation for the value of the service provided until the revocation. The compensation to be paid shall be calculated based on the contractually agreed remuneration that would have accrued until receipt of the revocation. The details of the agreed remuneration are set out in section 7.

## **13. Contractual terms of termination and, if applicable, contractual penalties**

The brokerage agreement is not subject to a minimum term. CME may process the Client's account application in accordance with the conditions above.

## **14. EU member states whose law the financial institution uses as a basis for establishing relations with the consumer prior to the conclusion of the contract**

The establishment of relations with the consumer prior to the conclusion of the contract, the contract as well as the entire business relationship shall be governed by the laws of the Federal Republic of Germany.

## **15. Applicable law and place of jurisdiction**

The place of jurisdiction for all disputes arising from the contractual relationship between the Client and the Financial Institution shall be Munich, provided the Client is a merchant, a legal entity under public law or a special fund under public law or the Client has no general place of jurisdiction in Germany.

## **16. Languages**

The terms and conditions of the brokerage agreement and this preliminary information shall be provided in English. There is no obligation on the part of the financial institution to communicate in another language during the term of the contract.

## **17. Out-of-court dispute resolution**

For the settlement of disputes with the financial institution, it is possible to call upon the arbitration board of the Verband unabhängiger Vermögensverwalter Deutschland e.V. (VuV) as a consumer arbitration board. (VuV) as a consumer arbitration board (<https://vuv-ombudsstelle.de/info>).

The address of the arbitration board is:

VuV conciliation board

Stresemannallee 30

60596 Frankfurt

The request to conduct the conciliation procedure and other communications, such as statements, supporting documents, contract documents or other information can be sent in written form or by e-mail to the conciliation body ([contact@vuv-ombudsstelle.de](mailto:contact@vuv-ombudsstelle.de)). Further details on the admissibility of the procedure are governed by the "Rules of Procedure for the Ombudsman's Office of the Verband unabhängiger Vermögensverwalter e.V.", which will be made available on request or can be downloaded from the Internet at <https://vuv-ombudsstelle.de/ombudsverfahren/verfahrensordnung/>

# CM-Equity AG

## Revocation Policy for the Brokerage Agreement ("Revocation Policy for Distance Selling")

### Revocation Right for the Brokerage Agreement

The Client may revoke the agreement as follows:

#### Section 1

##### Right of revocation

You may **revoke** your contractual declaration **within 14 days without stating reasons by means of a clear declaration**. The period begins after conclusion of the contract and after you **have received** the contractual provisions, including the General Terms and Conditions, as well as **all the information listed below under Section 2** on a durable medium (e.g. letter, fax, e-mail). **To meet the cancellation deadline, it is sufficient to send the cancellation in good time** if the declaration is made on a durable data medium. The revocation is to be addressed to:

**CM-Equity AG**

**Kaufingerstraße 20**

**80331 Munich**

**fax: +49 (0)89 1890474-99**

**email: info@cm-equity.de**

#### Section 2

##### Information required for the start of the revocation period

The information referred to in the second sentence of Section 1 shall include the following:

1. the identity of the financial institution; the public business register in which the legal entity is registered, and the associated register number or equivalent identifier shall also be provided;
2. the main business activity of the financial institution and the supervisory authority responsible for its authorization;
3. the business entity's address for service and any other address relevant to the business relationship between the business entity and the consumer; in the case of legal entities, associations of persons or groups of persons, also the name of the person authorized to represent the entity;
4. the essential characteristics of the financial service as well as information on how the contract comes into being;
5. the total price of the financial service, including all related price components, as well as all taxes paid via the financial institution or, if no exact price can be stated, its basis of calculation, which enables the consumer to check the price;
6. additional costs, if any, as well as an indication of possible further taxes or costs that are not paid through or charged by the financial institution;

7. an indication that the financial service relates to financial instruments which, because of their specific characteristics or the operations to be carried out, are subject to specific risks or whose price is subject to fluctuations in the financial market over which the financial institution has no control, and that returns generated in the past are not indicative of future returns;

8. details regarding payment and fulfilment;

9. the existence or non-existence of a revocation right, as well as the conditions and details of exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount that the consumer must pay for the service provided in the event of revocation, insofar as the consumer is obliged to pay compensation for lost value (underlying provision: Section 357b of the German Civil Code);

10. the contractual terms of termination, including any contractual penalties;

11. the Member States of the European Union whose law the financial institution uses as a basis for establishing relations with the consumer prior to the conclusion of the contract;

12. a contractual clause on the law applicable to the contract or on the competent court;

13. the languages in which the contractual terms and conditions and the prior information referred to in this revocation notice will be communicated, as well as the languages in which the financial institution undertakes to communicate, with the consumer's consent, during the term of this contract;

14. the indication whether the consumer can use an out-of-court complaint and redress procedure to which the financial institution is subject and, if so, its access requirements.

### Section 3

#### Consequences of revocation

In the event of an effective revocation, **the services received by both parties shall be returned**. You shall be obligated to **pay compensation** for the value of the service rendered up to the time of revocation if you were informed of this legal consequence prior to submitting your contractual declaration and have expressly agreed that the execution of the consideration could be started before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you must fulfil the contractual payment obligations for the period until the revocation. **Your right of revocation shall expire** prematurely if the contract **has been completely fulfilled by both parties at your express request** before you have exercised your right of revocation. **Obligations to refund payments must be fulfilled within 30 days**. The period begins for you with the dispatch of your revocation declaration, for us with its receipt.

#### End of the revocation instruction