

This notice (the “**Notice**”) sets out certain specific consents made by you to us, IG Europe GmbH, in relation to you entering into any customer agreement (each, a “**Customer Agreement**”) with us in relation to CFDs, options, turbo warrants or any other relevant product or instrument (but excluding spread bets).

Words and expressions defined in the relevant Customer Agreement have the same meanings when used in this Notice (except where explicitly provided otherwise). Where there is any inconsistency between the relevant Customer Agreement and this Notice, the terms of this Notice will prevail.

You should read all of the provisions in this Notice as it contains important information about our relationship with you.

IT IS HEREBY AGREED AS FOLLOWS:

1. Transactions between you and us under the relevant Customer Agreements may be executed either on a regulated market, multilateral trading facility or organised trading facility or as OTC transactions outside of a trading venue. If the relevant Customer Agreement provides that transactions between you and us under such Customer Agreement will be executed as OTC transactions outside of a trading venue, you consent to the execution of Orders under the relevant Customer Agreement outside of regulated markets, multilateral trading facilities or organised trading facilities.
2. You consent to the provision of certain documents and information (including any key information document) to you on a durable medium other than paper (e.g. as PDF or email) and/or by means of our website (www.ig.com) or the website of an affiliated company (www.raydius.de) as relevant. Please contact us if you do not want to provide this consent.
3. In accordance with the German Securities Trading Act (*Wertpapierhandelsgesetz – “WpHG”*), you consent to us holding cash amounts relating to you (the “**Client Monies**”) in one or more fiduciary account(s) (*Treuhandkonten*) with one or several credit institutions within the meaning of Section 1 para. 1 of the German Banking Act (*Kreditwesengesetz – “KWG”*), an undertaking within the meaning of Section 53b para. 1 KWG or one or several comparable institutions with their respective registered office in a non-EU member state (which, in each case, is authorised to operate deposit business (*Einlagengeschäft*)), a central bank or a qualified money market fund (each such account a “**Trust Cash Account**”) which are omnibus accounts with the Client Monies being held on trust for the benefit of you and all other clients to which such Trust Cash Accounts relate. The holding of client monies in an omnibus trust account may generally create a risk of exposure to losses incurred by the other clients whose monies are held in the same omnibus trust account; however, due to the structure and operation of our omnibus Trust Cash Accounts you will not be exposed to any losses incurred by other clients and your Client Monies credited to the relevant Trust Cash Account shall only be used to satisfy our claims against you and not to satisfy any of our claims against such other clients. You will pledge to us under the Customer Agreement all claims you have or will have in relation to the cash in the Trust Cash Account. This pledge will secure all of our present, future and conditional claims against you under the Customer Agreement. For further information on what we do with your money, please refer to the relevant section of our website (www.ig.com).
4. You consent to us holding Instruments relating to you in one or more fiduciary custody account(s) (*Treuhanddepots*) with a third-party custodian (which is authorised to operate custody business (*Depotgeschäft*)) solely for purposes of holding Instruments (each such account a “**Trust Custody Account**”) which are omnibus accounts with the Instruments credited to the relevant Trust Custody Account being held on trust for the benefit of you and all other clients to which such Trust Custody Account relates. The holding of assets in an omnibus trust custody account may generally create a risk of exposure to losses incurred by the other clients whose assets are held in the same omnibus Trust Custody Account; however, due to the structure and operation of our omnibus Trust Custody Accounts you will not be exposed to any losses incurred by our other clients and your Instruments deposited in the Trust Custody Account shall only be used to satisfy our claims against you and not to satisfy any of our claims against such other clients. For further information on what we do with your Instruments, please refer to the relevant section of our website (www.ig.com).
5. You consent to us holding your Client Monies in safe custody in one or more Trust Cash Accounts on trust for your benefit with a qualifying money market fund. Monies deposited with a qualifying money market fund will not be held in accordance with the standards of protection as prescribed by the WpHG and the German Ordinance on Concretisation of the Behavioural Rules and Organisational Requirements of Investment Firms (*Verordnung zur Konkretisierung der Verhaltensregeln und Organisationsanforderungen für Wertpapierdienstleistungsunternehmen, WpDVerOV*).
6. In the event that we are (a) subject to negotiations for the sale of our business (whole or part of) or (b) sold to a third party or undergo a re-organisation, you consent to any of your personal information which we hold being disclosed to such party (or its advisors) as part of any due diligence process (in each case, beyond our legitimate interests to share such information) for the purpose of analysing any proposed sale or re-organisation or transferred to that re-organised entity or third party and used for the same purposes as you have agreed to under the relevant Customer Agreement. This consent is freely given and can be withdrawn at any time. Such withdrawal shall not affect the lawfulness of any prior data processing conducted on the basis of your consent. For further information on the right to withdraw your consent, please refer to the Privacy Notice which is available on our website.

This Notice is governed by and construed and interpreted in accordance with the laws of the Federal Republic of Germany.

Any non-contractual obligations arising out of or in connection with this Notice shall be governed by and construed and interpreted in accordance with the laws of the Federal Republic of Germany.

The courts in Frankfurt am Main shall have non-exclusive jurisdiction over any action or other legal proceedings arising out of or in connection with this Notice.

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