

# **RISK DISCLOSURE POLICY**



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## 1. RISK WARNING

11 Potential clients should thoroughly review the following risk warnings. It is important to note that not all risks associated with dealing in financial instruments are discussed. Instead, a general overview of the risks involved in dealing with these instruments is provided in a fair and non-misleading manner.

12 Unless clients fully comprehend the risks associated with each financial instrument, they should refrain from engaging in trading activities. Clients should avoid risking more than they can afford to lose. The Company does not provide investment advice related to investments, potential transactions, or financial instruments, nor will it offer investment recommendations. Clients must carefully evaluate which financial instrument is suitable based on their financial situation and objectives before opening an account with the Company. If clients are unclear about the risks involved, they should consult an independent financial advisor. If clients are still unsure of these risks after consulting with an advisor, they should abstain from trading. Engaging in the purchase and sale of financial instruments carries significant risk, and clients must understand that the value of investments can fluctuate, potentially leading to losses exceeding the initial capital invested once the decision to trade has been made.

## 2. ACKNOWLEDGEMENT

21 Clients are responsible for the financial risks associated with system failures, which may result in orders not being executed according to instructions or not executed at all. The Company is not liable for such failures.

22 When trading via the Client Terminal, clients must bear the risks of financial losses resulting from:

- a. Hardware or software failures, malfunctions, or misuse, either by the client or the Company;
- b. Poor internet connections on either side, interruptions, transmission blackouts, public electricity network failures, hacker attacks, or connection overloads;
- c. Incorrect settings in the Client Terminal;
- d. Delayed updates to the Client Terminal;
- e. Disregard for the applicable rules outlined in the Client Terminal user guide or on the Company's website.

23 Clients acknowledge that during periods of high deal flow, they may experience difficulties connecting with a dealer via telephone, particularly during fast market conditions (e.g., during the release of key macroeconomic indicators).

### 3. ABNORMAL MARKET CONDITIONS

31 Clients recognize that under abnormal market conditions, the time required to execute instructions and requests may be extended.

### 4. TRADING PLATFORM

41 Clients acknowledge that only one request or instruction can be in the queue at any time. Subsequent requests or instructions sent by the client will be ignored, and an "Order is locked" message will appear until the first request or instruction is executed.

42 Clients recognize that the only reliable source of quote flow information is from the real/live server's quote base. The quote base in the Client Terminal is not reliable because the connection between the Client Terminal and the server may be disrupted, preventing some quotes from reaching the Client Terminal.

43 Clients acknowledge that closing the order placing/modifying/deleting window or the position opening/closing window does not cancel an instruction or request already sent to the server.

44 If clients do not receive the result of a previously sent instruction and choose to resend the instruction, they accept the risk of executing two transactions instead of one, though they may receive an "Order is locked" message as described above.

45 Clients recognize that if a pending order has already been executed but they send an instruction to modify its level and the levels of if-done orders simultaneously, only the instruction to modify Stop Loss and/or Take Profit levels on the position opened when the pending order triggered will be executed.

### 5. COMMUNICATION

51 Clients accept the risk of financial losses resulting from delays in receiving or not receiving notices from the Company.

52 Clients acknowledge that unencrypted email communication is not protected from unauthorized access.

53 Clients are fully responsible for the risks related to undelivered trading platform internal mail messages, which are automatically deleted within three calendar days.

54 Clients bear full responsibility for the privacy of information received from the Company and accept the risk of financial losses due to unauthorized third-party access to their trading account.

55 The Company has no liability if authorized or unauthorized third parties access information, including electronic addresses, electronic communication, and personal data, when transmitted via the internet or other communication networks, telephone, or other electronic means.

## 6. FORCE MAJEURE EVENT

6.1 In the event of a force majeure, clients accept the risk of financial losses.

## 7. RISK WARNING NOTICE FOR FOREIGN EXCHANGE AND DERIVATIVE PRODUCTS

7.1 This notice does not disclose all the risks or significant aspects of foreign exchange and derivative products like futures. Clients should not engage in these products unless they understand their nature and the extent of their exposure to risk. Clients should also ensure that the product is suitable for them, considering their circumstances and financial position. Certain strategies, such as a "spread" position or a "straddle," may be as risky as a simple long or short position.

7.2 Although forex and derivative instruments can be used to manage investment risk, some of these products are unsuitable for many investors. Clients should not engage in trading directly or indirectly in derivative products unless they understand the risks involved and are prepared to potentially lose all their money. Different instruments involve varying levels of risk, and clients should consider the following points when deciding whether to trade these instruments.

## 8. EFFECT OF LEVERAGE

8.1 Under margin trading conditions, even small market movements can significantly impact a client's trading account. Clients should be aware that all accounts operate under leverage. If the market moves against the client, they may experience a total loss greater than the deposited funds. Clients are responsible for all risks, the financial resources used, and the chosen trading strategy.

8.2 It is highly recommended that clients maintain a margin level (calculated as equity/necessary margin \* 100%) of not less than 1,000%. It is also advised to use Stop Loss orders to limit potential losses and Take Profit orders to collect profits when managing open positions is not possible.

8.3 Clients are responsible for financial losses caused by opening a position using temporary excess free margin on the trading account, gained from a profitable position (canceled by the Company later) opened at an error quote (spike) or a quote resulting from a manifest error.

## 9. HIGH VOLATILITY INSTRUMENTS

9.1 Some instruments trade within wide intraday ranges with volatile price movements. Clients must carefully consider that there is a high risk of losses as well as profits. The price of derivative financial instruments is derived from the price of the underlying asset (e.g., currency, stock, metals, indices, etc.). Derivative financial instruments and related markets can be highly volatile. The prices of instruments and the underlying asset may fluctuate rapidly and over wide ranges, influenced by unforeseen events or changes in conditions beyond the control of the client or the Company. Under certain market conditions, it may

be impossible to execute a client's order at the declared price, leading to losses. The prices of instruments and the underlying asset are influenced by various factors, including supply and demand, government, agricultural, commercial, and trade programs, national and international political and economic events, and market sentiment. Therefore, a Stop Loss order cannot guarantee the limit of loss.

92 Clients acknowledge and accept that, regardless of any information provided by the Company, the value of instruments may fluctuate up or down, and it is possible that the investment may lose all value. This is due to the margining system applicable to such trades, which generally requires a relatively small deposit or margin relative to the overall contract value. A relatively small movement in the underlying market can have a disproportionately dramatic effect on the client's trade. If the market moves in the client's favor, they may achieve a good profit, but an equally small adverse market movement can result in the loss of the client's entire deposit and potentially expose them to additional losses.

## **10. LIQUIDITY**

101 Some underlying assets may not be immediately liquid due to reduced demand, meaning clients may not be able to obtain information on their value or assess the associated risks.

## **11. FUTURES**

111 Transactions in futures involve the obligation to make or take delivery of the underlying asset at a future date or to settle the position in cash. These transactions carry a high degree of risk. The leverage often associated with futures trading means that a small deposit can lead to large gains or losses. Even a small market movement can result in significant changes in the value of the investment, potentially leading to losses that exceed the initial deposit.

## **12. OFF-EXCHANGE TRANSACTIONS IN DERIVATIVES**

121 Forex and precious metals transactions are off exchange. While some off-exchange markets are highly liquid, these transactions may involve greater risk than on-exchange derivatives because there is no exchange market to close out an open position. It may be impossible to liquidate an existing position, assess the value of the position, or determine the exposure to risk. Bid and ask prices may not be quoted, and even if they are, they are established by dealers, making it difficult to determine a fair price.

## **13. FOREIGN MARKETS**

131 Foreign markets involve various risks. Upon request, the Company will explain the relevant risks and protections (if any) that operate in foreign markets, including the extent to which the Company will accept liability for any default by a foreign firm through which

it deals. The potential for profit or loss from foreign market transactions or contracts denominated in foreign currencies will be affected by fluctuations in exchange rates.

#### **14. CONTINGENT LIABILITY INVESTMENT TRANSACTIONS**

141 Contingent liability investment transactions, which are marginalized, require clients to make a series of payments against the purchase price rather than paying the entire purchase price upfront. The margin requirement will depend on the underlying asset of the instrument and can be either fixed or calculated from the current price of the underlying instrument. Margin requirements can be found on the Company's website.

142 If clients trade in futures, they may sustain a total loss of the funds deposited to open and maintain a position. If the market moves against the client, they may be required to pay substantial additional funds at short notice to maintain the position. Failure to do so within the required time frame may result in the liquidation of the position at a loss, and clients will be responsible for any resulting deficit. It is important to note that the Company has no duty to notify the client of any margin calls to sustain a loss-making position.

143 Even if a transaction is not marginalized, it may still carry an obligation to make further payments under certain circumstances beyond the amount paid when the contract was entered into.

144 Contingent liability investment transactions that are not traded on a recognized or designated investment exchange may expose clients to substantially greater risks.

#### **15. COLLATERAL**

151 If clients deposit collateral as security with the Company, the treatment of that collateral will vary depending on the type of transaction and where it is traded. Significant differences in the treatment of collateral may arise depending on whether clients are trading on a recognized or designated investment exchange, with the rules of that exchange (and associated clearing house) applying or trading off-exchange. Deposited collateral may lose its identity as the client's property once dealings are undertaken on their behalf. Even if transactions prove profitable, clients may not receive back the same assets they deposited and may have to accept payment in cash. Clients should clarify how their collateral will be treated with the Company.

#### **16. COMMISSIONS AND TAXES**

161 Before beginning to trade, clients should be aware of all commissions and other charges for which they will be liable. If any charges are not expressed in monetary terms but as a percentage of contract value, clients should ensure they understand the actual monetary value of those charges.

162 Clients' trades in financial instruments, including derivatives, may be subject to taxes or other duties due to changes in legislation or personal circumstances. The Company does

not warrant that no tax or other duty will be payable. Clients are responsible for any taxes or duties that may accrue in respect of their trades.

## **17. SUSPENSIONS OF TRADING**

17.1 Under certain trading conditions, it may be difficult or impossible to liquidate a position. This may occur, for example, during rapid price movements when the price rises or falls within a trading session to such an extent that trading is suspended or restricted under the relevant exchange rules. Placing a Stop Loss does not necessarily limit losses to the intended amount, as market conditions may prevent the execution of such an order at the stipulated price. Additionally, under certain market conditions, the execution of a Stop Loss order may be worse than the stipulated price, and the realized losses may be larger than expected.

## **18. CLEARING HOUSE PROTECTIONS**

18.1 On many exchanges, the performance of a transaction by the Company (or a third party dealing on the client's behalf) is guaranteed by the exchange or clearing house. However, this guarantee is unlikely to cover clients in most circumstances and may not protect them if the Company or another party defaults on its obligations. Upon request, the Company will explain any protection provided under the clearing guarantee applicable to any on-exchange derivatives in which clients are dealing. There is no clearing house for off-exchange instruments that are not traded under the rules of a recognized or designated investment exchange.

## **19. INSOLVENCY**

19.1 In the event of the Company's insolvency or default, positions may be liquidated or closed out without the client's consent. In certain circumstances, clients may not receive back the actual assets lodged as collateral and may have to accept any available payments in cash or by any other deemed appropriate method.

19.2 Segregated funds will be subject to the protections conferred by applicable regulations.

19.3 Non-segregated funds will not be subject to the protections conferred by applicable regulations. Non-segregated funds will not be segregated from the Company's money and will be used in the course of the Company's business. In the event of the Company's insolvency, clients will rank as general creditors.

## **20. THIRD PARTY RISK**

20.1 The Company may pass funds received from clients to a third party (e.g., a bank, market, intermediate broker, OTC counterparty, or clearing house) to hold or control in order to affect a transaction through or with that person or to satisfy the client's collateral requirements (e.g., initial margin). The Company is not responsible for any acts or omissions of any third party to whom it passes funds.

202 The third party may hold the client's funds in an omnibus account, and it may not be possible to distinguish them from the funds of other clients or the third party's own funds. In the event of insolvency or other analogous proceedings in relation to that third party, the Company may only have an unsecured claim on behalf of the client and the client will be exposed to the risk that the funds received by the Company from the third party may be insufficient to satisfy the claims of the client. The Company does not accept any liability or responsibility for any resulting losses.

203 The Company may hold client funds outside the EEA. The legal and regulatory regime applying to any such credit institution will differ from that of Saint Lucia, and in the event of insolvency or other analogous proceedings in relation to that credit institution, client funds may be treated differently than if held in an account in Europe. The Company is not liable for the insolvency, acts, or omissions of any third party referred to in this paragraph.

204 The Company may deposit client funds with a depository that may have a security interest, lien, or right of set-off in relation to those funds.

205 A bank or broker through whom the Company deals may have interests that conflict with the client's interests.