Risk Disclosure Statement

1. Introduction

Swissquote, a trading name of Swissquote Capital Markets Cyprus Limited ("SQCM" or "Swissquote"), an investment firm regulated and authorized by the Cyprus Securities and Exchange Commission ("CySEC") under License No. CIF422/22, has established the Risk Disclosure Statement for the purposes of informing its clients about the risk associated with the provision of CFDs trading.

SQCM is operating under the provisions of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on Markets in Financial Instruments ("MiFID II"), which was transposed into national Law, the Investment Services and Activities and Regulated Markets Law of 2017 (the **"**Law 87(I)/2017"), as amended.

2. Scope and Applicability

This Risk Disclosure Statement (hereafter the "Statement") is provided to the SQCM's clients and/or potential clients (hereafter the "Client") in accordance with the relevant laws and regulations governing the activities of the SQCM as a regulated investment firm. This Statement forms an integral part of the SQCM's Terms and Conditions and therefore should be read in conjunction with the Terms and Conditions.

As a pre-requisite of opening an account with Swissquote, you must agree to the SQCM's Terms and Conditions. By doing so, you also agree to the terms of this Risk Disclosure Statement, which is provided to you before the provision of any services. Therefore, please ensure that you have carefully read and understood the risk disclosures and warnings contained in this Statement with regards to the financial instruments offered by the SQCM for trading, such as Contracts for Differences ("CFDs"), prior commencing trading with us. Without prejudice the above, it is noted that this Statement may not include all the risks involved when trading in CFDs.

3. Risk Warnings

3.1 Trading is speculative and risky

Trading CFDs is highly speculative, involves a significant risk of loss and is not appropriate for all Clients but only for those who:

- Understand and are willing to assume the economic, legal and other risks involved;
- Are experienced and knowledgeable about trading in derivatives and in underlying asset types, including CFDs trading; and
- Are financially able to assume losses significantly in excess of margin or deposits because Clients may lose the total value of the contract not just the margin or deposit.

CFDs and FX transactions are among the riskiest types of investments and can result in large losses. You represent, warrant and agree that you understand these risks, you are willing and able, financially and otherwise, to assume the risks of trading CFDs and that the loss of your entire account balance will not change your lifestyle.

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3.2 Expert / Professional Advice

In the instance where you have any doubts in relation to the trading and the risks involved, a summarized within this Statement, you should in any case seek independent expert / professional advice before commencing trading with Swissquote. SQCM does not provide such services.

3.3 Historical Prices are no indication of Future Prices

The historical movement of prices does not give a reliable indication of the movement of prices in the future. Past performance is not a reliable indicator of future results / performance and you should understand that market trends can vary significantly over time.

3.4 Foreign Currency

When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance and may lead to losses for the Client. In addition, the exchange market, the bullion market and the markets for the other underlying assets of forex Instruments are extremely volatile. The movements of these markets are unforeseeable.

4. Specific Risks

4.1 Margin Requirements

Trading on margin means that Clients can take positions in financial instruments without being obliged to deposit the full transactional amount as collateral. Clients must maintain the minimum margin requirement on their open positions at all times. It is the Clients' responsibility to monitor their account balance. Clients may receive a margin call to deposit additional cash if the margin in the account concerned is too low.

The Client may be required to increase the Margin very quickly in order to maintain his Open Position and avoid it being automatically liquidated. However, fluctuations in prices are often so rapid that the Client's Open Position will be liquidated automatically without the Client having time to increase the Margin.

SQCM has the right to liquidate any or all open positions whenever the minimum margin requirement is not maintained and this may result in Clients' CFDs being closed at a loss for which you will be liable. A Margin Close Out Rule will apply on a per account basis. This will standardize the percentage of margin (at 50% of minimum required margin) at which SQCM is required to close out one or more of its Retail Clients' open CFDs positions. It is noted though that if the total margin in an account held by the professional client falls before 30% of the amount of initial margin required in respect of the open CFDs, SQCM will close one or more of the CFDs. Such rule does not apply to Eligible Counterparty Clients.

In view of the above, the Client acknowledges and accepts that, regardless of any information which may be offered by SQCM, the value of financial instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying asset can have a disproportionately dramatic effect on the Client's trade.

4.2 Risks related to long CFD positions

Being long in CFD means you are buying the CFDs on the market by speculating that the market price of the underlying will rise between the time of the purchase and sale. As owner of a long position, you will generally make a profit if the market price of the underlying rises whilst your CFD long position is open. On the contrary, you will generally suffer a loss, if the market price of the underlying falls whilst your CFD long position is open. Your potential loss may therefore be bigger than the initial margin. In addition, you might suffer a loss due to the closure of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open. Examples related to long CFD positions, can be found in Key Information documents available on SQCM's Website.

4.3 Risks related to short CFD positions

Being short in CFD means you are selling the CFDs on the market by speculating that the market price of the underlying will fall between the time of the purchase and sale. As owner of a short position, you will generally make a profit if the market price of the underlying falls whilst your CFD short position is open. On the contrary, you will generally suffer a loss, if the market price of the underlying rises whilst your CFD short position is open. Your potential loss may therefore be bigger than the initial margin deposited. In addition, you might suffer a loss due to the closure of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open. Examples related to short CFD positions, can be found in Key Information documents on SQCM's Website.

4.4 Risks related to Cash Settlement and Underlying Asset

You should understand that CFDs can only be settled in cash and the difference between the buying and selling price partly determines the result of the investment. You have no rights or obligations in respect of the underlying instruments or assets relating to your CFDs. You should understand that CFDs can have different underlying assets, such as currencies, indices, equities, futures, precious metals and commodities. The prices are derived from each underlying asset and the venue where these are traded. It is important therefore for you to understand that each underlying asset carries specific risks that affect the result of the CFD concerned.

4.5 Leverage and Gearing

The transactions offered by SQCM are margined and entail a high degree of risk. This means that by entering into a transaction you have to fund your trading account with a previously agreed fraction of the total value of your transaction. This is where the term "leveraged" or "gearing" derives from, which is a particular feature of CFDs. It is noted that the effect of leverage makes the investment in CFDs riskier than the investment directly in the underlying asset. A relatively small market movement in the underlying asset can have a disproportionately dramatic impact on the Client's trade. This can be both advantageous and disadvantageous. A small price movement in your favor can provide a high return on the deposit, however, a small price movement against you may result in significant losses.

The Client may sustain a total loss of initial Margin and any additional funds deposited with SQCM to maintain his position. As previously mentioned, if the market moves against the Client's position and/or Margin requirements are increased, the Client may be called upon to deposit additional funds on short notice to maintain his position. Failing to comply with a request for a deposit of additional funds, may result in closure of their position(s) by SQCM on their behalf and they will be liable for any resulting loss or deficit.

It is clarified that Retail Client's losses will never exceed the balance of their account, which is balanced to zero, if the losses are higher than the amount deposited. Further details in relation to the Negative Balance Protection in place are available within the Terms and Conditions. Even if losses of Retail Clients cannot exceed invested amount, such losses can occur quickly. Thus, it is essential that the consequences of trading on margin are fully understood prior to trading.

4.6 Collateral

If the Client deposits collateral as security with SQCM, the way in which it will be treated will vary according to the type of transaction and where it is traded. There could be significant differences in the treatment of the collateral depending on whether the Client is trading on a recognized or designated investment exchange, with the rules of that exchange (and the associated clearing house) applying or trading off-exchange. Deposited collateral may lose its identity as the Client's property once dealings on the Client's behalf are undertaken. Even if the Client's dealings should ultimately prove profitable, he/she may not get back the same assets which he deposited and may have to accept payment in cash.

4.7 Risk-reducing Orders or Strategies

The placing of certain orders (e.g., "stop-loss" or "stop limit"), which are intended to limit losses to certain amounts, may not be adequate given that markets conditions make it impossible to execute such orders, e.g., due to illiquidity in the market. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions. Therefore, Stop Limit and Stop Loss Orders cannot guarantee the limit of loss. Trailing Stop cannot guarantee the limit of loss.

4.8 Volatility

Some financial instruments trade within wide intraday ranges with volatile price movements. Therefore, the Client must carefully consider that there is a high risk of losses as well as profits. The price of financial instruments is derived from the price of the underlying asset in which the financial instruments refer to (e.g., currency pairs, indices, commodities, etc.). The price of financial instruments and the underlying asset may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or SQCM.

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Under certain market conditions it may be impossible for a client's order to be executed at declared prices leading to losses. The price of financial instruments and the underlying asset will be influenced by, among others, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant marketplace.

4.9 Slippage

Slippage is the difference between the expected price of an order to be executed and the price the relevant order is actually executed at and it often occurs during periods of high volatility. In general, the volatility in the market may affect the price, speed and volume. Therefore, trading during volatile conditions, where important news and data releases are made, is incredibly risky and since the best execution criteria might not apply, as indicated in our website, the execution pricing will always be provided at the first available price.

It is noted that the slippage can be either positive or negative. More precisely, positive slippage occurs when the price is executed at a better level than the one requested whereas a negative slippage is exactly the opposite situation, therefore the Client should consider the possible risks and/or risky situation that they might be placed in. Slippage can occur in all accounts and order types offered, and under all execution methods. In case a slippage is experienced in the market, the orders will be executed at the next available price, in cases of market execution. Further information can be found in the Order Execution Policy.

Various events may arise over a week-end or, more generally, outside the Business Days, which may cause the markets to open at a significantly different price from where they closed. Orders cannot be executed outside the Business Days. This may cause considerable losses. Stop loss orders (as defined on the SQCM's website or on the Forex Platforms) may be executed at prices significantly worse than the price desired by the Client. The Client's open Orders may also not be cancelled outside the Business Days or outside the hours of operation of the Forex Platforms.

4.10 Contingent Liability Investment Transactions

Contingent liability investment transactions, which are margined, require the Client to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. The Margin Requirement, as mentioned above, will depend on the underlying asset of the financial instrument.

If the Client trades in Contracts for Differences, he/she may sustain a total loss of the funds he/she has deposited to open and maintain a position. If the market moves against the Client, he/she may be called upon to pay substantial additional funds at short notice to maintain the position. If the Client fails to do so within the time required, his/her position may be liquidated at a loss and he/she will be responsible for the resulting deficit. It is noted that SQCM will not have a duty to notify the Client for any margin call to sustain a loss-making position. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when the Client entered the contract. Contingent liability investment transactions which are not traded on or under the rules of a recognized or designated investment exchange may expose the Client to substantially greater risks.

4.11 Suspensions of Trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted.

Placing a Stop Loss will not necessarily limit the Client's losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price. In addition, under certain market conditions the execution of a Stop Loss order may be worse than its stipulated price and the realized losses can be larger than expected.

4.12 Technical Risks

- Our trading platforms are offered primarily via the internet, offering you the opportunity to trade and communicate with us via electronic means. Although electronic communication is often a reliable way to communicate, no electronic communication is entirely reliable or always available. If you choose to deal with us via electronic communication, you should be aware that electronic communications can fail, can be delayed, may not be secure and/or may not reach the intended destination.
- SQCM is not responsible for losses caused by failure, malfunction, interruption, disconnection or malicious actions of information, communication, electricity, electronic or other systems.
- If the Client undertakes transactions on an electronic system, he/she will be exposed to risks associated with the system including the failure of hardware, software, servers, communication lines and internet failure. The result of any such failure may be that his order is either not executed according to his/her instructions or it is not executed at all. SQCM does not accept any liability in the case of such a failure.
- The Client acknowledges that the unencrypted information transmitted by e-mail is not protected from any unauthorized access.
- At times of excessive deal flow the Client may have some difficulties to be connected over the phone or the Platform(s)/system(s), especially in fast Market (e.g., when key macroeconomic indicators are released).
- The Client acknowledges that the internet may be subject to events which may affect his/ her access to the website and/or the trading Platform(s)/system(s), including but not limited to interruptions or transmission blackouts, software and hardware failure, internet disconnection, public electricity network failures or hacker attacks. SQCM is not responsible for any damages or losses resulting from such events which are beyond its control or for any other losses, costs, liabilities, or expenses (including, without limitation, loss of profit) which may result from the Client's inability to access the website and/ or trading system or delay or failure in sending orders or transactions.
- In connection with the use of computer equipment, data and voice communication networks, the Client bears the following risks amongst other risks in which cases SQCM has no liability of any resulting loss:

- Power cut of the equipment on the side of the Client or the provider, or communication operator (including voice communication) that serves the Client;
- Physical damage (or destruction) of the communication channels used to link the Client and provider (communication operator), provider, and the trading or information server of the Client;
- Outage (unacceptably low quality) of communication via the channels used by the Client, or SQCM or the channels used by the provider, or communication operator (including voice communication) that are used by the Client or SQCM;
- Wrong or inconsistent with requirements settings of the Client Terminal;
- Untimely update of the Client Terminal;
- When carrying out transactions via the telephone (land or cell phone lines) voice communication, the Client runs the risk of problematic dialing, when trying to reach an employee of the broker service department of SQCM due to communication quality issues and communication channel loads;
- The use of communication channels, hardware and software, generate the risk of non-reception of a message (including text messages) by the Client from SQCM;
- Trading over the phone might be impeded by overload of connection;
- Malfunction or non-operability of the Platform, which also includes the Client Terminal.

The Client may suffer financial losses caused by the materialization of the above risks, SQCM accepting no responsibility or liability in the case of such a risk materializing and the Client shall be responsible for all the related losses he/she may suffer.

4.13 Trading Platform

The Client acknowledges that only one order is allowed to be in the queue at one time. Once the Client has sent an order, any further instructions sent by the Client are ignored and the "orders are locked" message appears until the first instruction is executed.

The Client acknowledges that the only reliable source of Quotes Flow information is that of the live Server's Quotes Base. Quotes Base in the Client Terminal is not a reliable source of Quotes Flow information because the connection between the Client Terminal and the Server may be disrupted at some point and some of the Quotes simply may not reach the Client Terminal.

The Client acknowledges that when the Client closes the order placing/ deleting window or the position opening/closing window, the order, which has been sent to the Server, shall not be cancelled.

Orders may be executed one at a time while being in the queue. Multiple orders from the same Client Account in the same time may not be executed. The Client acknowledges that when the Client closes the Order, it shall not be cancelled.

In case the Client has not received the result of the execution of the previously sent Order but decides to repeat the Order, the Client shall accept the risk of making two Transactions instead of one. The Client acknowledges that if the Pending Order has already been executed but the Client sends an instruction to modify its level, the only instruction, which will be executed, is the instruction to modify Stop Loss and/or Take Profit levels on the position opened when the Pending Order triggered.

4.14 Abnormal Market Conditions

The Client acknowledges that under abnormal market conditions the period during which the orders are executed may be extended or it may be impossible for such orders to be executed at declared prices or may not be executed at all.

4.15 Liquidity Risk

Liquidity risk is the risk that you will not always be able to obtain an appropriate price when selling an asset, due to a lack of liquidity in the market. When financial instruments are impossible to sell or can only be sold with difficulty and at a sharply reduced price, the market is said to be illiquid. The markets for some underlying products may experience periods of decreased liquidity or even periods of illiquidity.

These markets may also experience periods of decreased liquidity or even periods of illiquidity. This liquidity risk may affect all the participants in the market or specifically SQCM, in particular if there are changes in the liquidity provided by SQCM's counterparties. A lower liquidity may result in very rapid and hectic price movements, in wider spreads and/or in higher rejection rates. Forex Transactions aimed at excluding or limiting the risks arising from Open Positions, whether performed by the Client or by SQCM, may therefore not be feasible or may only be so at a very unfavorable price.

4.16 Liquidity Provider

The Client's sole counterparty for all the transactions is SQCM's chosen liquidity provider. The transactions are not conducted via an exchange, multilateral trading facility or any similar organization. All Open Positions can only be closed with SQCM.

SQCM 's chosen liquidity provider is your counterparty when entering into transactions on CFDs trades. SQCM is under no obligation to offer prices for CFDs. This means that, when you acquire (or sell) a CFD, you can only sell this CFD to SQCM (or buy it back from SQCM). In the event that SQCM does not offer prices for such products, you will be unable to benefit from price movements as you will not be able to exit your position. Currently SQCM does not allow you to use order types designated to mitigate risks (e.g., Stop orders) when trading CFDs. Although SQCM may allow you to use these types of orders in the future, the execution of such orders is conditional upon SQCM accepting to enter into the relevant transaction with you. You should take these factors, as well as all other characteristics of CFDs, into account when designing and executing trading strategies involving such products.

5. Applicable Costs and Charges

The provision of the investment and ancillary services is subject to fees, available on its website. Before the Client begins to trade, he/she should be aware in regards to the applicable fees, commissions, charges for which the Client will be liable. It is the Client's responsibility to check for any changes in the charges, as SQCM may change its charges from time to time. In the instance where any charges are not expressed in monetary terms but for example as a percentage of the contract value, the Client should ensure that he/she understands what such charges are likely to amount to.

It is noted that there is the risk that the Client's trades in any financial instruments to be or become subject to tax and/or any other duty for example because of changes in legislation or his/her personal circumstances. SQCM does not warrant that no tax and/or any other stamp duty will be payable. SQCM does not offer tax advice. The Client is responsible for any taxes and/or any other duty which may accrue in respect of his/her trades, as the taxes are subject to change without notice.

It is noted that SQCM's prices in relation to CFDs trading are set SQCM and may be different from prices reported elsewhere. The SQCM's trading prices are the ones at which SQCM is willing to sell CFDs to its Clients at the point of sale. As such, they may not directly correspond to real time market levels at the point in time at which the sale of CFD occurs.

6. Third Party Risks

SQCM may pass money received from the Client to a third party (e.g., an intermediate broker, a bank, a market maker or OTC counterparty located outside Cyprus) to hold or control in order to effect a transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g., initial margin requirement) in respect of a transaction. SQCM has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Client.

The applicable legal framework to any such third-party person will be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a segregated account in Cyprus. SQCM will not be liable for the solvency, acts or omissions of any third party referred to in this clause.

The third party to whom SQCM will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, SQCM may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by SQCM from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. SQCM does not accept any liability or responsibility for any resulting losses.

7. Other

7.1 Insolvency

SQCM's insolvency or default, or the insolvency or default of any parties involved in transactions undertaken by SQCM on the Client's behalf (including without limitation brokers, execution venues and liquidity providers) may lead to positions being liquidated or closed out without the Client's consent. In the unlikely event of the SQCM's insolvency, segregated client funds cannot be used for reimbursement to the SQCM 's creditors. If SQCM is unable to satisfy repayment claims, eligible claimants have the right to compensation by the Investor Compensation Fund.

7.2 Investor Compensation Fund

SQCM participates in the Investor Compensation Fund for clients of investment firms regulated in the Republic of Cyprus. SQCM's Retail Clients will be entitled to compensation under the Investor Compensation Fund where SQCM is unable to meet its duties and obligations arising from the Client's claim. Any compensation provided to you by the Investor Compensation Fund shall not exceed twenty thousand euro (EUR 20.000) or 90% of the Retail Client's claim, whichever is lower. This applies to Client's aggregate claims against SQCM in case the Client has been classified as Retail Client, based on the SQCM's Client Categorization Policy. For further details, please refer to the Investor Compensation Fund Policy available on our website.

7.3 Inflation risk

Inflation is measured by the rise in consumer prices. It corresponds to the loss of purchasing power over time. You lose purchasing power whenever inflation (of your national economy) exceeds the return on investment (coupons, dividends and capital gains). It is noted that due to a number of factors, the inflation rates have risen in the European Union; and consequently, the growth of inflation has impacted many investments and investment decisions. You should therefore base your trading decisions on the effective interest rate, i.e., the difference between the interest rate and inflation.

7.4 Country Risk

A country may default and/or suspend foreign exchange of its currency. In the event of a foreign currency crunch or restrictions on foreign transfers, you may not receive the payments to which you are entitled. You could also receive payments in a foreign currency that is no longer exchangeable due to foreign exchange restrictions. The political and economic climate in certain countries can also produce instability that can lead to the freezing of assets or restriction of rights.

7.5 Execution Risk

Execution risk is associated with the fact that trades may not take place immediately. When you request the execution of an order, it is possible that the market price of the Underlying Product could have changed between order placement and execution time, and therefore we cannot guarantee that the price requested will be the same as the price when the order is executed and a related transaction is confirmed.

Orders cannot be executed outside SQCM working days. This may cause considerable losses, specifically on CFD transactions. Your open orders may also not be cancelled outside SQCM working days or outside the hours of operation of the trading platform. To limit losses, we provide you with a facility to choose 'stop loss' limits. These automatically close your position when it reaches a price limit of your choice. There are however circumstances in which a 'stop loss' limit is ineffective – for example, where there are rapid price movements, gapping, situations of illiquidity or market closure – and, in such circumstances, your position may be closed at a price which falls significantly outside the price limit chosen by you.

7.6 Conflicts of interest risk

When SQCM deals with you, SQCM, an associate, a relevant person or some other person connected with SQCM may have an interest, relationship or arrangement that is material in relation to the Transaction/Order concerned or that conflicts with your interest. SQCM has a documented policy to identify, prevent and manage conflicts of interest and uses its best endeavors to avoid any conflict of interest arising. Where conflicts do arise, however, SQCM ensures a fair treatment to all our clients by disclosure, internal rules of confidentiality, declining to act, or otherwise. SQCM will not unfairly place its interests above yours. Please refer to our Conflicts of Interest Policy.

7.7 One click trading and immediate execution

Swissquote's online trading system provides immediate transmission of client's order once you enter the notional amount and clicks "Buy/Sell." This means that there is no opportunity to review the order after clicking "Buy/Sell" and Market Orders cannot be cancelled or modified. This feature may be different from other trading systems you have used. You should utilize the Demo Trading System to become familiar with the Online Trading System before actually trading online with SQCM. You acknowledge and agree that by using our online trading system, you agree to the one-click system and accept the risk of this immediate transmission/execution feature.

8. Communication between the Client and SQCM

The Client shall accept the risk of any financial losses caused by the fact that the Client has received with delay or has not received at all any notice from SQCM. SQCM has no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, access data when the above are transmitted between SQCM and the Client or when using the internet or other network communication facilities, telephone, or any other electronic means. The Client is fully responsible for the risks in respect of undelivered Online Trading System internal mail messages sent to the Client by SQCM.

9. Force Majeure Events

In case of a Force Majeure Event SQCM may not be in a position to arrange for the execution of Client Orders or fulfil its obligations under the Terms and Conditions. As a result, the Client may suffer financial losses. SQCM will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under the Terms and Conditions, where such failure, interruption or delay is due to a Force Majeure event.

10. Advice and Recommendations

Where SQCM provides market recommendations, such generic recommendations do not constitute a personal recommendation or an investment advice and have not considered any Clients' personal circumstances or Clients' investment objectives, nor it is an offer to buy or sell or the solicitation of an offer to buy or sell, any financial instrument. Each decision by the Client to enter in to a CFD with SQCM and each decision as to whether a transaction is appropriate or proper for the Client, is an independent decision made by the Client.

SQCM is not acting an advisor and gives no warranty as to the suitability of the products traded under the Terms and Conditions and assumes no fiduciary duty in its relations with the Client. The Client agrees that SQCM has no fiduciary duty to the Client and no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with the Client following the generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by SQCM.

SQCM will not be under any duty to provide the Client with any legal, tax or other advice relating to any transaction. The Client should seek independent expert advice if he/she is in any doubt as to whether he/she may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

SQCM may, from time to time and at its discretion, provide the Client (via newsletters which may be posted on its website or provide to subscribers via its website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:

- SQCM will not be responsible for such information;
- SQCM gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related transaction;
- this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he/she will not pass it on to any such person or category of persons;
- the Client accepts that prior to dispatch, SQCM may have acted upon itself to make use of the information on which it is based. SQCM does not make representations as to the time of receipt by the Client and cannot guarantee that he/she will receive such information at the same time as other.

It is understood that market commentary, news, or other information provided or made available by SQCM are subject to change and may be withdrawn at any time without notice.

11. No Guarantees of Profit

SQCM provides no guarantee of profit or of avoiding losses when trading with CFDs. The Client has received no such guarantees from SQCM or from any of its representatives. The Client is aware of the risks inherent in trading CFDs and is financially able to bear such risks and withstand any losses incurred.

12. Regulatory and Legal Risk

In case an amendment in the applicable legal framework is made, this may materially impact a financial instrument and thus the investment and ancillary services offered by SQCM. In addition to the above, an amendment in the applicable legal framework may be performed by a government or a regulatory body or a decision reached by a judicial body can increase business operational costs, lessen investment attractiveness, change the competitive landscape and as such alter the profit possibilities of an investment. This risk is unpredictable and may vary from market to market.

13. Management and Monitoring of Open Positions

The Client is solely responsible for the management and monitoring of his Open Positions and open Orders. In order to limit the extent of the risks, the Client may want to consider using different types of orders, such as Stop orders, Trailing Stop orders, One Cancels the Other (OCO) orders, If Done orders or If Done One Cancels the Other orders, as defined on SQCM's website or on the Forex Platforms.

The Client acknowledges that placing such Orders may not necessarily guarantee limitation of the risk since, in certain market conditions, such Orders may not be executed. Indeed, depending on the circumstances, such as the liquidity available on the market, SQCM will not be able to execute such Orders at the price the Client desires, and SQCM shall not be liable for that. The Client remains responsible for any Forex Transaction executed at prices that differ from his Order.

The Client acknowledges that he shall frequently consult his Account, and in particular continually monitor the Forex Margin when he has one or several Open Positions or open Orders in his Account. SQCM has no obligation to cease entering into Forex Transactions when the Client suffers losses and/or the assets on the Account decrease, even substantially.

14. Spanish Residents

The National Securities Market commission of Spain (the "CNMV") has determined that, due to the complexity of CFDs and the risks involved, the purchase of such a product by Retail Clients is not appropriate/suitable. In this respect, pursuant to the relevant requirements introduced by CNMV, you are warned that you are about to purchase a product that is complex and difficult to understand: Contracts for Differences (CFDs). CNMV has determined that, due to its complexity and the risks involved, the purchase of this product by retail investors is not appropriate/suitable.

By accepting this Terms and Conditions you are acknowledging that you were warned that:

- Product that is difficult to The CNMV considers that, in general, it is not appropriate for retail investors.
- The product you are about to purchase CFDs is a leveraged Please be aware that the losses incurred may be equal to the amount initially invested.

15. Governing Law and Jurisdiction

This Risk Disclosure Statement, as well as the Terms and Conditions and corresponding contractual documents, shall exclusively be governed by and construed in accordance with the laws of Cyprus.

The place of performance, the place of enforcement against Clients residing abroad and the exclusive place of jurisdiction for any dispute arising from or in relation to this Risk Disclosure Statement, the Terms and Conditions, shall be at the seat of SQCM in Limassol, Cyprus. However, SQCM reserves the right to bring such proceedings before the competent courts having jurisdiction at the Client's place of residence or domicile or before any other competent court, in which case substantive Cyprus law shall remain exclusively applicable.

16. Client's Confirmations

As of the date of the opening of the Account, the date of any Transaction in relation to the Account and any date on which the Agreement or any part thereof is revised, updated or amended, the Client confirms to SQCM and agrees to the following:

- The Client acknowledges and understands that trading in CFDs is highly speculative, involves an extreme degree of risk and is generally appropriate only for persons who can assume and sustain a risk of loss in excess of their margin.
- The Client acknowledges and understands all the risks associated with CFDs trading, in particular the risk resulting from the use of a significant leverage effect, the volatility of the markets, the liquidity risk, the legal risks resulting, in particular, from the market rules applicable to CFDs trading, the technology risks and any other risks that may lead to a loss or any other Damage. The Client confirms that he is willing to assume these risks.
- The Client acknowledges that he has read and understood the General Terms and Conditions, including all policies and references to documents to which these refer, and in particular the SQCM's website, the Trading Rules and the various policies, fact sheets and other information sheets available on the website or on any Forex Platform.
- The Client in particular confirms that he has understood the explanations about any restrictions to use Forex Platforms, the leverage effect and the modification of the maximum leverage effect, the Required Margin and the Automatic Liquidation System, as explained in Terms and Conditions and other documents. The Client also confirms that he has understood and accepts the role of SQCM within the CFDs trading and the risks and conflicts of interest related thereto.
- The Client acknowledges and accepts that SQCM is entitled to liquidate his Open Positions that are not adequately margined and the Client will be liable for all losses as a result of such liquidation. The Client acknowledges that SQCM reserves the right to change the Liquidation Percentage at its sole discretion, as a result of regulatory changes, if any.
- The Client confirms that neither the SQCM nor its directors, managers, officers, employees, agents and other representatives guaranteed or guarantee to the Client that CFDs trading will generate profits for the Client. Moreover, past yields and profits are no indication of future performance.
- The Client, other than retail client, acknowledges and understands that, in some cases, an amount higher than the assets deposited with SQCM can be lost, in which case he will be liable towards SQCM for the uncovered amount.
- The Client confirms that the CFDs transactions he will carry out are appropriate for him.