Risk Disclosure And Acknowledgement Notice

Updated on 5 August 2026

1. Introduction

1.1. D Prime Vanuatu Limited (referred to as "D", "D Prime", "we", "us", "our", or "The Company") provides you with this Risk Disclosure and Warning Notice ("the Notice") as a document supplementary to, and forming part of, the Client Agreement. The Notice is designed to explain in general terms the nature of the risks involved when dealing in Financial Instruments and using our Services, on a fair and non-misleading basis. The Company is a licensed financial dealer authorised and regulated by the Vanuatu Financial Services Commission under regulatory number 700238.

1.2. All Clients and prospective Clients (referred to as "the Client", "you", "your" and "yourself") should read carefully the risk disclosures and warnings contained in this document before applying for a trading Account and before beginning to trade with us. This Notice is non-exhaustive and does not disclose or explain all of the risks and other significant aspects involved in dealing in Financial Instruments. There may be other circumstances that are not included in this Notice, and we shall not be liable for any loss they may cause.

1.3. The Client undertakes to read this Notice carefully before creating an Account. The Client confirms that the Client fully understands the risks involved before trading and is solely responsible for any investment strategy, transaction or investment that the Client enters into. The Client should seek independent professional advice if the Client does not understand the risks described herein.

1.4. Please ensure that you have fully read and understood this Notice in respect of all potential risks and volatile market conditions, and that you are able to bear any such loss.

1.5. The Client acknowledges that we reserve the right to amend or update this Notice at any time. Amendments become effective, and are legally binding on the Client, upon publication of the amended Notice on our website or the Trading Platform, or upon the Client's acceptance of the amended Notice through the Trading Platform. The Client undertakes to review this Notice regularly.

1.6. The official language of this Notice is English. We may provide this Notice in other languages for information purposes only. In the event of any inconsistency or discrepancy between the English version and any other language version, the English version shall prevail.

2. Definitions and Interpretation

2.1. Unless the context otherwise requires, words and expressions used in this Notice that are not defined here shall bear the meanings given to them in the Client Agreement. In addition, the following expressions shall have the following meanings:

(a) "Account" means the trading account created for the Client, including but not limited to any trading account, cash account, financial derivatives account and electronic wallet;

(b) "Applicable Statutes And Regulations" means the statutes, rules or orders of the relevant regulatory authorities (including the Relevant Regulatory Authorities and the regulatory authorities in the Client's jurisdiction), the rules of the relevant financial exchange market, and all other laws applicable to the Client Agreement, each as amended from time to time;

(c) "Client Agreement" means the Client Agreement entered into between the Client and us;

(d) "Client Asset" means all cash or cash equivalents, including but not limited to cash, cheques, bonds, securities, collateral, electronic money and other financial derivatives, transferred to us by the Client in the Account;

(e) "Corporate Event" means a company in which the Client has invested undergoing insolvency, being suspended from trading, or undertaking any major corporate restructuring, including but not limited to a share buyback, corporate takeover, merger or acquisition;

(f) "Equity" means the cash balance within the Account together with the value of open positions, calculated as the sum of the profit and loss of all open positions;

(g) "Financial Instruments" means the instruments in respect of which we provide dealing Services, including but not limited to Contracts for Differences, foreign exchange, spot metals, futures and shares;

(h) "Force Majeure Event" means any of the events set forth as such in the Client Agreement;

(i) "Initial Margin" means the minimum amount required in the Account to open a Transaction, as specified on the Trading Platform from time to time for each of the Services;

(j) "Manifest Error" means any error, omission or misquote (whether by us or any third party) which is manifest or palpable, including a misquote by us having regard to the current market, or a misquote by, or an error, omission or misquote in information or data from, any market, exchange, banking institution, information source, commentator or official on whom we reasonably rely;

(k) "Margin" means, collectively, the Initial Margin and the Margin Requirement;

(l) "Margin Call" means the value of the Margin Level, as provided on the Trading Platform, at which the Client is called upon to deposit further funds or reduce exposure;

(m) "Margin Level" is derived from the formula (Equity / Margin × 100%);

(n) "Margin Requirement" means the minimum amount required in the Account, as specified on the Trading Platform, to keep a Transaction open;

(o) "Relevant Regulatory Authorities" means the regulatory authorities which may be applicable to our business operation and service providers, including but not limited to the Vanuatu Financial Services Commission;

(p) "Services" means the dealing services provided by us to the Client within the Trading Platform;

(q) "Specified Default Event" means any of the events set forth as such in the Client Agreement;

(r) "Stop Out" means the force-closing of the Client's open positions, which shall occur without any prior notice to the Client, when the Margin Level reaches the level specified on the Trading Platform;

(s) "Trading Platform" means our electronic trading platform facility;

(t) "Transaction" means the opening or closing of trades, orders or positions, and deposits, withdrawals, internal fund transfers and all other fund-movement activities, whether by us or the Client, in accordance with the terms of the Client Agreement.

3. No Advice and No Recommendation

3.1. We offer dealing Services only. Our Services do not include the provision of any investment, tax, legal, regulatory or financial advice or recommendation. Any discussion between the Client and our employees, or any information provided by us, does not constitute a binding relationship, nor a recommendation to the Client.

3.2. Any investment information displayed on our website, or on the website of any of our holding companies, does not constitute investment advice and has no regard to the specific investment objectives, financial situation or particular needs of the Client. All such information is addressed to the general public for information purposes only, and the mere explanation of the terms of a Transaction or its performance characteristics does not amount to advice on the merits of the investment.

3.3. The Client affirms and accepts that we shall not, in any circumstances, be obliged to provide any investment advice, bear any responsibility for any Transaction or investment decision made by the Client, or be treated as providing advice where we disclose factual market information at the Client's request. The Client is solely responsible for any investment strategy, transaction or investment that the Client enters into.

3.4. From time to time we may issue or distribute our own or third-party material (the "Material"), which may contain information such as the conditions of the financial markets. The Material is considered a marketing communication only and does not contain, and should not be construed as containing, investment advice, an investment recommendation, or an offer of or solicitation for any Transaction. The Material is not prepared in accordance with legal requirements promoting the independence of investment research and is not subject to any prohibition on dealing ahead of its dissemination. Any opinions expressed may be personal to the author and may not reflect our opinions, and are subject to change or withdrawal at any time without notice.

3.5. While we make reasonable efforts to ensure the accuracy and completeness of the information provided, we make no representation or warranty as to it and shall not be liable for any direct or indirect loss or damage arising from any inaccuracy or

incompleteness, or from any investment based on any recommendation, forecast or other information supplied by any employee of ours, a third party or otherwise. The Client should seek independent professional advice from a suitably qualified advisor, if necessary, before trading with us.

4. General Risks of Trading

4.1. The Client should not, directly or indirectly, engage in any trading activity unless the Client is aware of and understands the risks involved. The Client should consider carefully whether each of the Services is suitable in light of the Client's circumstances, trading behaviour and financial resources. The Services are highly speculative and may expose the Client's financial position to a high degree of volatility.

4.2. The Client acknowledges and understands the following general risks of trading:

(a) the Client must be financially willing and capable of assuming the risk of trading in speculative investments, and is solely responsible for any profit or loss from the investment or trading decisions made;

(b) the Client's investment decisions will be based solely on the Client's own evaluation of the market, financial circumstances and investment objectives, and the Client undertakes not to hold us liable for any trading loss incurred;

(c) the Client is aware of and understands the characteristics and risks of each of the Services, and the Fees and features of the Trading Platform, and shall not trade or deal in any Service unless the Client accepts and understands them;

(d) the high volatility and speculative nature of trading mean that the Client may lose all invested funds within a short period, and, where leverage is used, may lose funds greater than the amount deposited in the Account;

(e) past performance, and market data on previous performance, does not guarantee or reflect current or future performance;

(f) due to rapid market fluctuation and unforeseeable events, a Stop Loss order may not be effective in limiting the loss incurred; the Client may be required to deposit substantial funds at short notice to maintain open positions; there may be difficulty in liquidating some positions; and we may exercise Margin Call and/or Stop Out, and we shall not be liable for any loss suffered by the Client;

(g) where the Client trades in a currency other than the currency of the Account or of the Client's country of residence, currency exchange fluctuations will affect the Client's profits and losses;

(h) the insolvency or default of any third party involved with the Client's Transaction may lead to the Client's positions being liquidated or closed out without the Client's consent;

(i) all Transactions made on the Trading Platform shall be deemed to have been made by the Client or the Client's authorised representative;

(j) the provision of Services is subject to changes in any Applicable Statutes And Regulations, and all Services shall not constitute a solicitation or offer where such solicitation or offer is unlawful; some Services are only available to Clients in certain countries and regions.

4.3. We provide no guarantee of profit nor of avoiding losses when trading. The Client has received no such guarantee from us or any of our representatives. The Client is aware of the risks inherent in trading and is financially able to bear such risks and withstand any losses incurred.

5. Charges, Fees, Costs and Taxes

5.1. The provision of Services is subject to fees, commissions and charges, details of which are available on our website and the Trading Platform. Before the Client begins to trade, the Client should obtain details of all fees, commissions and charges for which the Client will be liable, and it is the Client's responsibility to check for any changes. We may change our charges at any time. If any charge is not expressed in monetary terms (for example, as a percentage of contract value), the Client should ensure that the Client understands what it is likely to amount to.

5.2. Commission and swap fees are not incorporated into our quoted prices and are charged explicitly to the Account. In the case of swap fees, the value of open positions in some instruments is increased or reduced by a daily financing fee for as long as the position is held; financing fees are based on prevailing market interest rates. From Monday to Thursday, swap is charged once per business day; on Friday, swap is charged in triple size to account for the weekend.

5.3. When products are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price, and may significantly reduce or even eliminate the profit potential of the product. Where additional domestic or foreign parties are involved in executing an order, the Client may also be charged their brokerage fees, commissions and expenses. The Client should also take into account any follow-up costs (such as custody fees) and should inform themselves of all additional costs before investing.

5.4. There is a risk that the Client's trades may be or become subject to tax or any duty, for example because of a change in legislation or the Client's personal circumstances. We do not warrant that no tax or stamp duty will be payable, and taxes are subject to change without notice. The Client is solely responsible for any taxes and any other duty which may accrue in respect of the Client's trades, and for ensuring compliance with the Applicable Statutes And Regulations. We do not offer tax advice.

6. Margin, Leverage and Stop Out

6.1. The Client acknowledges and understands the high-risk nature of margin trading, and that the Client may lose funds greater than the amount deposited in the Account. Certain Services require the Client to deposit Margin; the Margin will depend on the underlying

instrument, the degree of leverage adopted and the value of the position sought. Trading on margin, gearing or leverage means that a relatively small movement in trading prices may have a disproportionately large effect on the Client's investment, and the Client should be prepared to suffer large losses.

6.2. The Client undertakes to provide the Initial Margin to open a Transaction. We reserve the right to reject an instruction to proceed with a Transaction if the free margin is less than the Margin required to secure the position. Any change made to the Client's leverage level on an already-traded Account can immediately affect open positions and may result in a Stop Out.

6.3. It is the Client's responsibility to monitor the Margin of open positions and, in order to avoid a Stop Out, to fund the Account. When a Stop Out occurs, force-closing of open positions shall occur without any prior notice to the Client. If an additional amount is due in the Account after force-closing (including a negative balance), the Client undertakes to pay the balance due to us within five (5) business days.

6.4. In the event a Margin Call occurs, the Client is advised either to limit exposure by closing trades, or to deposit funds into the Account to meet the Margin Requirement.

6.5. We reserve the right to refuse to open new positions and to close any of the Client's highest loss-making positions, without any prior notice to the Client, where (a) the Client has three or more open positions in the Account; and (b) a Margin Call occurs. Any delay or failure by us in exercising this right shall not operate as a waiver of our right to do so in the future.

6.6. We reserve the right to restrict the amount and number of the Client's open positions if the Margin Requirement is not maintained. We may from time to time send reminders in relation to the Margin Requirement or the possibility of a Margin Call, and we reserve the right to amend the Initial Margin, Margin Level and Margin Requirement at any time. The Client undertakes to check and monitor the Client's Margin Level and Margin Requirement at all times.

6.7. We reserve the right to close the Client's open positions at market prices, limit the size of the Client's open positions, reject Transactions, or amend the Margin, including but not limited to the following circumstances:

(a) there is a change in the volatility of the market in which we are based, or to which we in any way relate;

(b) there is a change in the Client's credit risk;

(c) a company whose investments or positions represent all or part of the Client's Transaction is undergoing a Corporate Event;

(d) a Force Majeure Event or Specified Default Event occurs;

(e) the Client fails to meet the Margin Requirement; or

(f) there is any change to the Applicable Statutes And Regulations.

6.8. The Client acknowledges that additional payment of Margin may be necessary if the Transaction fails or there is a change in the pricing of the Services, if the Account shows a negative balance, or if we reasonably consider such payment necessary to protect us against loss or the risk of loss on present, future or contemplated Transactions.

6.9. The Client acknowledges that, when the Client opens a position, we retain the right to transfer funds in the amount of the Margin Requirement to our designated bank account to secure the Client's repayment obligations. Margin Call and Stop Out, when triggered, shall supersede and take precedence over all other Transactions in the Account.

6.10. Margin trading in Contracts for Differences and similar products is very speculative and highly risky, and is not suitable for all members of the general public but only for those Clients who: (a) understand and are willing to assume the economic, legal and other risks involved; (b) taking into account their personal financial circumstances, financial resources, lifestyle and obligations, are financially able to assume the loss of their entire investment; and (c) have the knowledge to understand the trading of these products and the underlying assets and markets.

6.11. The Client should not fund the Account using money obtained from any credit facility (including a bank loan or otherwise). Doing so significantly increases the Client's overall risk: if the Client incurs a loss, the Client will still have to repay the amount borrowed plus any interest or other costs. The Client should never finance trades with borrowed money, and should never rely on being able to profit from any trade in order to repay such amounts.

7. Technical, Electronic and Platform Risks

7.1. The Client, and not us, shall be responsible for the risks of financial losses caused by the failure, malfunction, interruption, disconnection or malicious actions of information, communication, electricity, electronic or other systems. If the Client undertakes Transactions on an electronic system, the Client will be exposed to risks associated with that system, including the failure of hardware, software, servers, communication lines and internet connectivity, the result of which may be that an order is not executed according to instructions or is not executed at all. We do not accept liability for any such failure, save for gross negligence or wilful default by us.

7.2. The Client is responsible for maintaining proper functional computer equipment, a steady internet connection, and an operating system with sufficient anti-virus protection and back-up systems, to prevent damage to, or unauthorised access to, the Client's Account and the Trading Platform.

7.3. Electronic trading systems are subject to the regulations and terms of the relevant system provider. The Client shall review and understand the regulations, terms, procedures and policies of the electronic trading system provider, including order-matching, opening and closing procedures, prices and trading limitations, before using their services. We shall not be liable for any loss or damage resulting from any error, failure or unavailability of the electronic trading system.

7.4. In connection with the use of computer equipment and data and voice communication networks, the Client bears the following risks, amongst others, in which cases we have no liability for any resulting loss:

(a) a power cut affecting the equipment of the Client, the provider or the communication operator (including voice communication);

(b) physical damage to, or destruction of, the communication channels linking the Client and the provider, and the trading or information server;

(c) an outage or unacceptably low quality of communication via the channels used by the Client, us, the provider or the communication operator (including voice communication);

(d) settings of the Client terminal that are wrong or inconsistent with the requirements, or an untimely update of the Client terminal;

(e) when carrying out transactions by telephone, problematic dialling when trying to reach our customer service department due to communication quality or channel load;

(f) the risk that a message (including a text message) is not received by the Client from us; and

(g) malfunction or non-operability of the Trading Platform, including the Client terminal.

7.5. At times of excessive deal flow, the Client may experience difficulty connecting over the telephone or through the Trading Platform, especially in a fast market (for example, when key macroeconomic indicators are released). The Client acknowledges that the internet may be subject to events which affect the Client's access to our website and Trading Platform, including interruptions, transmission blackouts, software and hardware failure, internet disconnection, public electricity network failures or hacker attacks. We are not responsible for any damage or loss (including, without limitation, loss of profit) resulting from such events which are beyond our control, or from the Client's inability to access our website or Trading Platform, or any delay or failure in sending orders or Transactions.

7.6. The Client acknowledges the following operational features of the Trading Platform: only one instruction is allowed in the queue at one time, and further instructions are ignored (with an "orders locked" message) until the first is executed; the only reliable source of quotes is the live server's quotes base, and the quotes base in the Client terminal may not be reliable because some quotes may not reach the terminal; once an instruction has been sent to the server, closing the order or position window does not cancel it; orders may be executed one at a time, and multiple orders from the same Account at the same time may not be executed; if the Client repeats an order without having received the result of the previous one, the Client accepts the risk of making two Transactions instead of one; and if a pending order has already been executed, an instruction to modify its level will only be executed as an instruction to modify the Stop Loss or Take Profit level of the resulting position.

8. Copy Trading Risks

8.1. The Client acknowledges and accepts that:

(a) Copy Trading is a speculative, high-risk investment activity and may result in substantial losses, including the loss of the Client's entire invested capital and, where applicable, losses exceeding the deposited funds;

(b) the execution of copied transactions is dependent on automated systems and may be affected, without limitation, by technological limitations, system latency, communication delays, network congestion, market volatility, liquidity conditions, trading venue restrictions, system maintenance, downtime, outages, force majeure events or any other factors beyond The Company's reasonable control;

(c) copied transactions may be executed at prices materially different from those of the Authorized Trader and may be subject to latency, slippage, requotes, partial fills, missed orders, delayed execution, rejected orders, order aggregation or splitting, differences in leverage or margin application, and/or other execution discrepancies;

(d) as a result of the above factors, the performance, profitability, portfolio composition, risk exposure and trading results of the Client's Account may differ materially, substantially or entirely from those of the Authorized Trader;

(e) past performance, trading history, strategy or statistics of any Authorized Trader are not indicative of future performance and do not constitute any representation, warranty, assurance or guarantee of profitability, capital preservation or risk level;

(f) The Company does not guarantee or warrant that any transaction, order, position, amendment or closure instruction initiated, executed or managed by an Authorized Trader will be copied, executed, reflected or replicated in the Client's Account in a timely, accurate, complete or continuous manner;

(g) The Company does not exercise control over the trading decisions, strategies, risk management, or execution activities of any Authorized Trader, and the Client acknowledges that all such decisions are made independently by the relevant Authorized Trader;

(h) participation in Copy Trading is made solely at the Client's own discretion, risk and independent judgment, and does not constitute investment advice, recommendation or endorsement by the Company;

(i) the Client assumes all risks arising from participation in Copy Trading and accepts full responsibility for any direct, indirect, incidental, special or consequential losses arising from execution delays, missed orders, slippage, pricing differences, system failures, technical malfunctions or other Copy Trading-related issues;

(j) to the fullest extent permitted by applicable law, the Client irrevocably waives, releases and discharges the Company from any and all claims, actions, liabilities, losses, damages, costs or expenses arising out of or in connection with any

discrepancy between the trading activity, positions, execution, performance or results of the Client's Account and those of the Authorized Trader; and

(k) the Client agrees to indemnify and hold harmless the Company, its affiliates, directors, officers, employees and agents from and against any and all losses, claims, liabilities, damages, costs and expenses (including legal fees on a full indemnity basis) arising from the Client's participation in Copy Trading.

9. Abnormal Market Conditions, Gapping, Slippage and Manifest Error

9.1. Financial markets may fluctuate rapidly to reflect news, events, analysis, reports, opinions and any form of published information that is outside our or the Client's control; as a result, prices may become volatile. One form of price volatility is "gapping", which occurs when there is a sudden shift in prices from one level to another, and which can be caused, for example, by unexpected economic events or market announcements, within or outside trading hours. Consequently, we may be unable to execute the Client's instructions at the requested price. This may also occur when there is insufficient underlying liquidity in the market.

9.2. Our prices of trading instruments are obtained from our liquidity and price providers. When the liquidity of a Service is limited, there will be price gaps and liquidity shortages, and Transactions may not be executed at the price or volume intended. Slippage may occur, being a difference between the price at which an order was signalled and the price at which it is actually executed. The prices of some Services may be independent of any exchange, and we are not obliged to follow the prices of other exchange platforms.

9.3. We may, acting reasonably, void, amend, re-price, close or reverse any Transaction (or any part of it) that is affected by, or that we reasonably determine to have resulted from, a Manifest Error. We shall not be liable for any loss, including loss of profit, income or opportunity, suffered by the Client as a result of a Manifest Error or of any action we take in relation to it.

10. High-Risk Trading Areas and Prohibited Trading Behaviour

10.1. Investment in a high-risk trading area brings additional risks compared to those associated with standard-risk investments. Trading activity within a high-risk trading area may have a significant impact on the operation of the market. To protect Client, the Company and other market participants, Clients are encouraged to familiarise themselves with the heightened risks associated with such trading activities and must comply with the prohibited trading behaviour set out in this Section.

10.2. In order to facilitate a fair, transparent and orderly trading environment and to protect the interests of both the Company and its Clients, the following conduct is prohibited:

(a) The improper use or manipulation of the Company's products, Services, systems or policies, including but not limited to:

(i) exploiting quotation delays, quotation interruptions, quotation failures, pricing discrepancies or other quotation loopholes to obtain an unfair advantage;

(ii) exploiting or manipulating customer management systems, payment processing systems, transaction systems or other operational processes to obtain an unfair advantage; and

(iii) exploiting or manipulating marketing, promotional or sales materials to obtain an unfair advantage.

(b) The improper use or manipulation of the over-the-counter ("OTC") market, including but not limited to:

(i) conducting short-term transactions that exceed the reasonable depth, liquidity or execution capacity of the market; and

(ii) exploiting differences in quotations, pricing or liquidity between liquidity providers or markets for arbitrage purposes.

(c) Leveraging the OTC market against other related markets with the intention of obtaining an unfair advantage, including but not limited to:

(i) arbitraging timing differences relating to market quotations or pricing; and

(ii) exploiting limitations or inefficiencies in the spot or futures market to conduct arbitrage or other abusive trading strategies.

(d) Exploiting inactive, illiquid or abnormal market conditions to obtain an unfair advantage.

(e) Conducting internal futures-and-spot hedging transactions without the Company's prior written approval. Any such transactions conducted without prior written approval shall constitute prohibited trading behaviour.

(f) Conducting hedging transactions with other brokers or trading venues for the purpose of obtaining an unfair advantage.

(g) Engaging in any other conduct or activity that violates the principles of market fairness, integrity or orderly trading with the intention of obtaining an unfair advantage.

10.3. The Company reserves the right to monitor, review and investigate the Client's trading activities where it reasonably suspects prohibited trading behaviour, abusive trading practices or any attempt to obtain an unfair advantage.

10.4. Where the Company reasonably determines that the Client has engaged in prohibited trading behaviour or has improperly exploited market conditions, pricing mechanisms, system functionality or Company policies, the Company reserves the right, subject to the Client Agreement and Applicable Statutes And Regulations, to take such risk management measures as it considers reasonably necessary, including but not limited to:

(a) declaring the relevant Transaction or Transactions invalid;

(b) cancelling, adjusting or removing any profit, credit, rebate, incentive or other benefit arising from such Transaction or Transactions;

(c) restricting, suspending or terminating the Client's access to the Services or Trading Platform;

(d) closing or limiting open positions; and/or

(e) recovering from the Client any losses, damages, costs or expenses reasonably incurred by the Company as a result of such prohibited trading behaviour, to the extent permitted by applicable law.

11. Conflicts of Interest and Dealing as Principal

11.1. The Client acknowledges that Contracts for Differences and similar products are derivative products traded off-exchange (Over-the-Counter), that we act at all times as principal and as the counterparty to the Client's Transactions, and that any such Transaction entered into with us can only be closed with us. The Client's ability to open or close Transactions depends on the availability of our Trading Platform.

11.2. We, our holding and affiliated companies, our liquidity and price providers, our directors, officers, employees and agents, and the banks, brokers and other third parties through whom we deal, may have interests, relationships or arrangements that are material to a Transaction and that may conflict with the interests of the Client. The Client acknowledges and accepts that we may enter into such Transactions notwithstanding any such conflict, that we are under no obligation to disclose to the Client, or to account to the Client for, any profit, commission or remuneration made or received in connection with any Transaction, and that nothing in this Notice or the Client Agreement creates any fiduciary or advisory relationship between us and the Client.

12. Client Money and Third Party Risks

12.1. Subject to the Privacy Policy, the Client acknowledges that we may involve or delegate our obligations under the Client Agreement to third parties necessary to perform our contractual obligations.

12.2. The Client Asset shall be held on trust by us for the Client and shall be segregated from our own bank account at all times. We may hold the Client Asset together with the money of other clients in the same (omnibus) account, and it may not be possible to segregate the Client's money from that of other clients; we shall retain the necessary records and Account details to distinguish the Client's entitlement. Although we have exercised reasonable care and due diligence in engaging the third parties and financial institutions necessary to perform our obligations, in the event of their monetary loss or insolvency the Client may be forced to liquidate positions or may lose the money deposited with them, and we shall not be liable for any resulting loss.

12.3. We may pass money received from the Client to a third party (for example, an intermediate broker, bank, market, settlement agent, clearing house or OTC counterparty), including parties located outside the Republic of Vanuatu, in order to effect a Transaction or to satisfy the Client's obligation to provide collateral (such as the Initial Margin). We have no responsibility for the acts or omissions of any such third party.

12.4. The legal and regulatory regime applying to any such third party will differ from that of the Republic of Vanuatu, and in the event of that party's insolvency or equivalent failure, the Client's money may be treated differently from the treatment that would apply if it were held in a segregated account in the Republic of Vanuatu. Where the third party holds the money in an omnibus account from which it may not be possible to separate the Client's money, we may, in the event of that party's insolvency, have only an unsecured claim on the Client's behalf, and the Client is exposed to the risk that the money recovered is insufficient to satisfy the Client's claim. We do not accept any liability or responsibility for any resulting loss.

12.5. We may deposit the Client Asset or Client money with a depository that may have a security interest, lien or right of set-off in relation to that asset or money, or where we are required to do so by any regulatory authority. In the event of the insolvency of such a bank, depository or third party, we shall not be liable for any loss or damage. The financial institutions and third parties referred to in this section may have interests contrary to the business or personal interests of the Client.

13. Counterparty, Clearing House and Settlement Risk

13.1. On many exchanges, the performance of a transaction may be guaranteed by the exchange or clearing house. However, this guarantee is unlikely to cover the Client in dealings with an exchange member or other intermediary, and may not protect the Client if a broker or another party defaults on its obligations.

13.2. Settlement risk is the risk that a counterparty does not deliver a security (or its value) in accordance with agreed terms after the other counterparty has already performed. Settlement risk increases where different legs of a transaction settle in different time zones or settlement systems where netting is not possible, and is particularly acute in foreign exchange and currency swap transactions.

13.3. The insolvency or default of us, or of any counterparty involved with the Client's Transaction, may lead to positions being liquidated or closed out without the Client's consent, or to investments not being returned to the Client. There is also insolvency risk in relation to the investment itself. In the event of our insolvency or involvement in a debt-restructuring mechanism, the Client may not fully recover the funds or property deposited in the Account.

14. Regulatory, Legal and Structural Risk

14.1. All investments may be exposed to regulatory, legal or structural risk. Returns may be affected by regulatory or legal actions and changes which can alter the profit potential of

an investment; in some cases, a previously acceptable investment may become unlawful. These risks are unpredictable and depend on numerous political, economic and other factors, and may be greater in emerging markets.

14.2. The laws and regulations with which investors are familiar in one jurisdiction may not exist in another, and where they do, they may be subject to inconsistent or arbitrary application and may be changed with retroactive effect. There is no guarantee that an overseas investor would obtain a satisfactory remedy in local courts, and an investor may encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in overseas courts. Transactions in markets in other jurisdictions may expose the Client to additional risk, as such markets may offer different or inferior investor protection; the Client is advised to understand the relevant rules and risks before trading in such markets.

14.3. In the case of many products, the Client will have no legal or beneficial interest in the underlying reference entity and will have only a contractual relationship with the counterparty, so that the Client's rights are limited to contractual remedies against the counterparty in accordance with the terms of the relevant product. The legal terms of a product may contain provisions that operate against the Client's interests, including provisions permitting early redemption or termination at an unfavourable time, or giving the issuer wide discretion to revise terms. We shall not be under any obligation to inform the Client of the occurrence of any Corporate Event, and shall not be liable for any loss arising from a failure to do so.

15. Foreign Currencies and Metals

15.1. Trading in foreign currencies and metals involves a high risk of loss due to fluctuations in the value and prices of the underlying instruments. Due to adverse and unpredictable market movements, large losses may be incurred within a short period. The Client should carefully consider the risks before dealing and is encouraged to trade only at volumes the Client is prepared to lose.

15.2. In respect of any foreign exchange transactions, and transactions in derivatives and securities denominated in a foreign currency, a movement in exchange rates may have a favourable or unfavourable effect. The weakening of a country's currency relative to a benchmark currency or the currency of the Client's portfolio will negatively affect the value of an investment denominated in that currency. Some countries operate foreign exchange controls which may include suspending the ability to exchange or transfer currency, or devaluing the currency. Hedging can increase or decrease exposure to any one currency, but may not eliminate it completely.

16. Interest Rate

16.1. Interest rates can rise as well as fall. The relative value of a security, especially a bond, may worsen due to an interest rate increase, which could also impact other products. Interest income on floating rate instruments cannot be anticipated, so investors may not be able to determine the definite yield of such instruments at the time of purchase. Where

instruments provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates decline — that is, the risk that interest income can only be reinvested at the lower rates then prevailing.

17. Futures

17.1. Futures are standardised contracts to deliver or transact an asset at a future date and price. The leverage available means a small amount of funds can lead to a large movement in the value invested, bringing large losses or gains. The Client may be required to deposit substantial funds at short notice to maintain open positions, failing which the positions may be liquidated at a loss, and we shall not be liable for any direct or indirect loss. Futures transactions carry contingent liabilities.

18. Shares

18.1. Shares (or equities) represent an equity ownership in a company's share capital. There are risks of losing money, as prices can differ significantly depending on the time of transaction and market conditions. Where shares are purchased for or transferred by the Client and held by a nominee company selected by us, the Client may not have the voting rights the Client would have had if the investment were held in the Client's own name. Risks in smaller companies may be higher than in blue-chip companies, with a larger degree of price fluctuation and greater difficulty in liquidation. In the event of insolvency of a company whose shares the Client holds, the Client may not recover the invested capital.

19. Contracts for Differences (CFDs)

19.1. A CFD is an agreement to exchange the difference in value of a particular instrument or currency between the time the agreement is entered into and the time it is closed, allowing the Client to replicate the economic effect of trading without owning the underlying asset. The Client trades on margin, so only a small deposit is required and a small market movement may greatly affect the value of the Transaction; even where a product is not traded on margin, the Client may be required to make further payments in certain circumstances.

19.2. The Client acknowledges that: CFDs are not suitable for long-term holding, because factors such as overnight financing fees, gapping, market volatility and leverage mean that the trading risks increase the longer a position is held; trading a CFD means trading only for the price difference of the underlying instrument, and the Client has no right to, or physical delivery of, the underlying instrument (including no voting rights in the case of CFDs on shares); slippage may occur; and CFDs are Over-the-Counter products not traded on any exchange, whose prices are derived from, but may be independent of, the underlying market.

20. Communication and Recording

20.1. The Client shall accept the risk of any financial loss caused by receiving, with delay or not at all, any notice from us. The Client acknowledges that unencrypted information transmitted by e-mail is not protected from unauthorised access, and that we have no responsibility if unauthorised third parties access information (including electronic addresses, electronic communications, personal data and access data) transmitted between the Client and us, or when using the internet, telephone or other electronic means.

20.2. We may record telephone conversations and electronic communications between the Client and us, without further notice or warning. Such recordings are and remain our sole property, and the Client accepts them as conclusive evidence of the instructions, communications or conversations so recorded. We may deliver copies or transcripts of such recordings to any court, regulatory or governmental authority.

21. Past Performance

21.1. Past performance, simulation or prediction is not an indication of future results. The value of the Client's investment can decrease as well as increase, as the market price of the underlying asset may fluctuate downwards or upwards.

22. Prohibited Persons and Client Compliance

22.1. The Client represents and warrants that the Client is not a resident or national of, and is not otherwise located in, any jurisdiction in which the receipt of the Services or the entry into Transactions with us is prohibited or restricted, and that the Client's use of the Services does not and will not violate any law applicable to the Client. The Client has independently evaluated the Applicable Statutes And Regulations in the Client's jurisdiction and undertakes to enter into and perform the Client Agreement without violating them.

22.2. We shall not engage in any business relationship with individuals or companies of certain prohibited jurisdictions, as updated from time to time on our website. We reserve the right to refuse, suspend or restrict the provision of Services, and to amend our prohibited jurisdictions list, at any time without prior notice.

23. Amendment, Indemnity and General

23.1. This Notice describes the risks in general terms only and is non-exhaustive; it does not disclose or explain all of the risks and other significant aspects of dealing in the Services. For particular Services there may be further supplementary documents, such as an Order Execution Policy. Where there is any inconsistency, the more specific document shall prevail over this general document, and this Notice is in all respects supplementary to and subject to the Client Agreement.

23.2. The Client shall indemnify and hold harmless us, our holding and affiliated companies, and our directors, officers, employees and agents, against all losses, liabilities, costs, claims, damages and expenses arising out of or in connection with the Client's breach of the Client Agreement or this Notice, any misrepresentation by the Client, or the Client's violation of any Applicable Statutes And Regulations, save to the extent that they are caused by our gross negligence or wilful default.

23.3. We shall not be liable for any loss or damage caused by any failure, delay, interruption or malfunction of any information, communication or electronic system, or by any Force Majeure Event, save for gross negligence or wilful default by us. If any provision of this Notice is held to be invalid or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

24. Acknowledgement and Acceptance

24.1. The Client acknowledges being fully aware of all potential risks and losses that may occur during the Client's Transactions with us, for which we shall not be responsible.

24.2. Before deciding to enter into any Transaction with us, the Client should carefully consider, among other things, the Client's financial situation, investment objectives, investment experience and professional knowledge, and should ensure that the Client is able to bear any loss.

24.3. The Client confirms that the Client has read the Client Agreement, agrees to all its terms and conditions, and has independently evaluated the risks and merits of our Trading Platform and of each Transaction, without relying on any representation or warranty not expressly set out in the Client Agreement.

24.4. The Client acknowledges and agrees that the Company's exercise of its rights under this Section is intended to protect the integrity, fairness and orderly operation of the trading environment and the legitimate interests of the Company and its Clients, and shall not constitute investment advice, a recommendation or a representation regarding the suitability or profitability of any trading strategy.

24.5. The Client confirms that all the terms of this Risk Disclosure, High Risk Condition and Warning Notice have been received, read and understood. Acceptance of this Notice by electronic means through our Trading Platform (including by ticking the acknowledgement box) shall constitute the Client's acknowledgement and acceptance of its terms. Certain Clients may be required to complete additional risk confirmations before being permitted to fund an Account or trade.

All the terms of this Risk Disclosure, High Risk Condition and Warning Notice have been received, read and understood.