XMTRADING

RISK DISCLOSURES FOR FINANCIAL INSTRUMENTS

RISK DISCLOSURES FOR FINANCIAL INSTRUMENTS

1. Introduction

1.1. Fintrade Limited is a limited liability company incorporated and registered under the laws of Mauritius, with Company number 0447 and whose registered address is c/o AllServ Management Ltd, Office 15, Floor 1, CentrePoint, Trianon, Mauritius. The Company is authorized and regulated by the Financial Services Commission in Mauritius ("FSC") under the license number GB20025835 as Investment Dealer (Full Service Dealer excluding Underwriting) (hereinafter referred to as the "Company").

1.2. The Company is operating under the Securities Act 2005, the Financial Services Act 2007, the Companies Act 2001, Securities (Licensing) Rules 2007, the Anti-Money Laundering and Combatting the Financing of Terrorism and Proliferation (Miscellaneous Provisions) Act 2019 and 2020, the Financial Intelligence and Anti-Money Laundering Act 2002, as amended from time to time (hereinafter referred to as the "Applicable Laws, Rules and Regulations").

1.3. This notice is provided to you, in accordance with the above Applicable Laws, Rules and Regulations, because you are considering dealing with the Company in the investment products provided by the Company (hereinafter called "Securities"). Each investment product and service has its own distinct risks. This notice cannot and does not disclose or explain all of the risks and other significant aspects involved in these products or how such risks relate to your personal circumstances. This notice is solely designed to explain in general terms the nature of the risks particular to dealing in the Securities offered by the Company and to help you to take investment decisions on an informed basis.

1.4. Prior to applying for an account, you should consider carefully whether trading in derivative Securities provided by the Company is suitable for you in light of your needs, circumstances and financial situation. Trading in derivative Securities entails the use of "gearing" or "leverage". If you are in any doubt about the risks involved with your Account, you should seek professional advice. In considering whether to engage in this form of trading, you should be aware of the following:

2. Risk associated with transactions in derivative securities

2.1. The Company offers its services on an '***execution-only basis***'. It does not provide you with investment advice relating to its services, Securities and other leveraged products and does not make investment recommendations of any kind. We sometimes provide factual information or research recommendations about a market, information about transaction procedures and information about the potential risks involved and how those risks may be minimised. However, any decision to use our investment products or services is solely made by you.

2.2. The Company does not and cannot guarantee the initial capital of your portfolio or its value at any time or any money invested in any Security. You acknowledge and accept that, regardless of any information which may be offered by the Company, the value of the Securities provided by the Company may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

2.3. You acknowledge and accept that you run a great risk of incurring losses and damages as a result of the dealing in Securities, as such transactions undertaken through the dealing services of the Company may be of a speculative nature. Large losses may occur in a short period of time, equaling the total of your funds deposited with the Company. You should not enter into a transaction with the Company unless you are willing to undertake the risk of losing entirely all the funds which you have invested.

2.4. A derivative Security is a 'non-deliverable' spot transaction giving an opportunity to make profit on changes in currency rates, changes in prices of commodity, thematic indices, stock market indices or

share prices (called the "underlying instrument").

2.5. Investing in derivative Securities entails the use of "gearing" or "leverage". In considering whether to engage in this form of investment, you should be aware that the high degree of "gearing" or "leverage" is a particular feature of derivative Securities. This stems from 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 market can have a disproportionately dramatic effect on your trade. If the underlying market movement is in your favor, you may achieve a good profit, but an equally small adverse market movement may quickly result in the loss of your entire deposit. You must not purchase derivative Securities unless you are willing to undertake the risks of losing all the money which you have invested.

3. Volatility of price and limitation on the available market

3.1. The Securities provided by the Company are derivative Securities, where their price is derived from the price of the underlying reference Securities in which the Securities refer to. Placing 'Stop Loss' orders serves to limit your losses. However, derivative markets can be highly volatile and the value of derivative Securities and their underlying instrument may fluctuate rapidly under certain market conditions, which cannot be controlled either by the Client or the Company. Under such conditions it may be impossible to execute any type of Clients order at a declared price. Therefore 'Stop Loss' order cannot guarantee the limit of loss.

3.2. Movements in the price of underlying markets can be volatile and unpredictable. This will have a direct impact on your profits and losses; thus, knowing the volatility of an underlying market will assist you in evaluating whether any 'Stop orders' should be placed.

3.3. The prices of derivative Securities will be influenced by, amongst other things, 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.

3.4. 'Gapping' is a sudden shift in the price of an underlying market from one level to another and can occur when the underlying market is either open or even closed due to various factors/events (e.g., release of important news announcements, economic events, etc.). When such factors/events occur and the underlying market is closed, the price of the underlying market when it re-opens (and consequently our derived price) may be different from the closing price with no opportunity to sell the instrument(s) before the market opens.

3.5. Transactions in derivative Securities provided by the Company are not undertaken on a recognized exchange (i.e., undertaken through the Company's Trading Platform) and, as such, they may expose the Client to greater risks than regulated exchange transactions. The terms and conditions and trading rules are established solely by the counterparty, which in this case is the Company. You may be able to close any position with the same counterparty with whom it was originally entered into.

4. Marging requirements

4.1. Clients are required to deposit a Margin with the Company in order to open a position. The Margin requirement will depend on the underlying instrument of the derivative Securities, level of leverage chosen and the value of position to be established. The Company will not notify the Client for any ***Margin Call*** to sustain a loss making position. The Company has the discretionary right to start closing positions when ***Margin Level*** decreases to about 50%, and automatically close all positions at market prices if Margin Level drops below 20%. The Company guarantees that there will be no negative balance in the

account when trading Securities provided by the Company.

4.2. Investing in derivative Securities entails the use of "gearing" or "leverage". In considering whether to engage in this form of investment, you should be aware that the high degree of "gearing" or "leverage" is a particular feature of derivative Securities. This stems from 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 market can have a disproportionately dramatic effect on the Client's trade. If the underlying market movement is in your favor, you may achieve a good profit, but an equally small adverse market movement may quickly result in the loss of your entire deposit. You must not purchase derivative Securities unless you are willing to undertake the risks of losing all the money which you have invested.

4.3. Should the Equity in your trading account be insufficient to hold current positions open, you will be required to deposit additional funds at short notice or reduce exposure (i.e., ***Margin Call***). Failure to do so within the time required may result in the liquidation of positions at a loss (i.e., ***Stop-Out***). The Client is always responsible for any losses incurred as a result.

5. Other additional obligations

5.1. Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable and which may be found on the Company's website. If any charges are not expressed in money terms (but for example as a dealing spread), you should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms. You acknowledge and understand that commissions and other charges may change at any time and that it is your sole responsibility to remain up to date by visiting the Company's website.

5.2. Before you begin to trade, you should also obtain details regarding the financial instrument you wish to trade in, such as the margin requirements, position and/or volume limits, swaps, etc. This information is available on the Company's website. You acknowledge and understand that the said information may change at any time and that it is your sole responsibility to remain up to date by visiting the Company's website.

5.3. The value of open positions in the Securities provided by the Company is subject to financing fees (or "swaps"). The swaps are deducted (i.e., charged) from or added (i.e., credited) in the Client's account regarding derivative Securities which are held overnight throughout the life of the contract. For more information regarding swap rates and the respective calculations, please visit the Company's website at https://www.xmtrading.com/overnight-positions.

5.4. You are responsible for any taxes and/or any other duty or legal affairs (i.e., regulatory filings and payments) in order to ensure that you comply with applicable laws, rules and regulations. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Company does not provide any regulatory, tax or legal advice and as such, you may wish to seek independent advice.

5.5. Although electronic communication is often a reliable way to communicate with Clients, no electronic communication is entirely reliable or always available. The Client should be aware that electronic communications may fail, may be delayed, may not be secure and/or may not reach the intended destination.

5.6. A Bank or Broker through whom the Company deals or the Company itself may act in the same market as the Client, as such its own account involvement may be contrary to Client's interests.

5.7. Trading online, no matter how convenient or efficient, does not necessarily reduce risks associated with

currency trading.

5.8. The Company is required to hold ***Client Money*** in an account that is segregated from the Company's money in accordance with the Applicable Laws, Rules and Regulations, but this may not afford a complete protection.

5.9. A change in laws or regulations made by the government or a regulatory body may increase the costs of operating a business, reduce the attractiveness of investment and/or change the competitive landscape and as such alter the profit potential of an investment.

5.10. The insolvency or default of the Company, a Bank, Broker or any other relevant counterparty used by the Company to effect transactions may lead to your positions being closed out without your consent.

The Company reserves the right to review and/or amend its Risk Disclosure notices, at its sole discretion, whenever it deems fit or appropriate.

Our Risk Disclosure notices are not part of our Terms and Conditions of Business and are not intended to be contractually binding or impose or seek to impose any obligations on us which we would not otherwise have, but for the Applicable Laws, Rules and Regulations.