**Financial Markets Trading Company Limited**

**Risk Disclaimer**

**(Web Version 1.0)**

Risk Warning is provided to the Users of FMTC according to best practice Standards. The terminology used in the warning corresponds to the terminology used in the Terms & Conditions that is available through the website of the Company. Should you need the copy to be sent to you, please contact our customer support via the contact us section of our website.

INTRODUCTION

All Clients and prospective Clients should read carefully the following risk disclosure and warnings contained in this document, before applying to the Company for a trading account and before they begin to trade with the Company. However, it is noted that this document cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in Financial Instruments. The notice was designed to explain in general terms the nature of the risks involved when dealing in Financial Instruments on a fair and non misleading basis.

The Company executes Client orders in relation to the following Financial Instruments:

Financial contracts for differences (“CFDs”) in stocks, commodities, indices, currency pairs (FOREX) and metals. CFDs may also be referred to as “Financial Instruments” in this Notice.

CHARGES AND TAXES

The Provision of Services by the Company to the Client is subject to fees. Before the Client begins to trade, he should obtain details of all fees, commissions, charges for which the Client will be liable. It is the Client’s responsibility to check for any changes in the charges.

If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), the Client should ensure that he understands what such charges are likely to amount to.

The Company may change its charges at any time, according to the provisions of the Terms & Conditions found on the Company’s website.

There is a risk that the Client’s trades in any Financial Instrument may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Company does not offer tax advice and recommends that the Client seek advice from a competent tax professional if the Client has any questions.

The Client is responsible for any taxes and/or any other duty which may accrue in respect of his trades. It is noted that taxes are subject to change without notice.

If required by applicable Law, the Company shall deduct at source from any payments due to the Client such amounts as are required by the tax authorities to be deducted in accordance with applicable Law.

It is possible that other costs, including taxes, relating to Transactions carried out on the Trading Platform(s) may arise for which the Client is liable and which are neither paid via us nor imposed by the Company. Although it is the Client’s sole and entire responsibility to account for tax due and without derogating from this, the Client agrees that the Company may deduct tax, as may be required by the applicable law, with respect to his trading activity on the Trading Platform(s). The Client is aware that the Company has a right of set-off against any amounts in the Client’s Trading Account with respect to such tax deductions.

It is noted that the Company’s prices in relation to CFDs trading are set/quoted in accordance with the Company’s Best Interest and Order Execution Policy which is available on request.

The Company’s prices may be different from prices reported elsewhere. The prices displayed on the Company’s Trading Platform(s) reflects the last known available price at the moment prior to placing any Order, however, the actual execution price of the Order may differ, in accordance with the Company’s Best Interest and Order Execution Policy and Client Agreement.

As such, the price that the Client receives when he opens or closes a position may not directly correspond to real time market levels at the point in time at which the sale of the CFD occurs or reflect the prices of third party brokers/providers.

Third Party Risks

It is understood that the Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as ‘clients’ accounts’) with reliable financial institutions such as a credit institution or a bank in a third country. Although the Company shall exercise due skill, care and diligence in the selection of the financial institution according to Applicable Regulations, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

The financial institutions to which the Company will pass Client money may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.

Insolvency

The Company’s insolvency or default, may lead to positions being liquidated or closed out without the Client’s consent.

Technical Risks

The Client and not the Company shall be responsible for the risks of financial losses caused by failure, malfunction, interruption, disconnection or malicious actions of information, communication, electricity, electronic or other systems, which are not the result of gross negligence or willful default of the Company.

If the Client undertakes transactions on an electronic system, he 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 instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure, not owed to the Company’s gross negligence or willful default. The Company strives on a best effort basis to provide the Client with a secure and smooth online experience. However the Client acknowledges the risk that should third parties (hackers) launch a coordinated attack against Company systems that there may be a disruption of services that may result in Client losses. The Company does not accept any liability resulting from such attacks to the extent that the Company has taken all reasonable measures on a best effort basis to fend off such malicious actions.

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 Company’s Platform(s)/system(s), especially in fast Market (for example, when key macroeconomic indicators are released).

The Client acknowledges that the internet may be subject to events which may affect his access to the Company’s Website and/or the Company’s 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. The Company 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 Company’s Website and/or Trading System(s) or delay or failure in sending orders or Transactions, not owed to the Company’s gross negligence or willful default.

In connection with the use of computer equipment and data and voice communication networks, the Client bears the following risks amongst other risks in which cases the Company has no liability of any resulting loss: (a) Power cut of the equipment on the side of the Client or the provider, or communication operator (including voice communication) that serves the Client; (b) 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; (c) Outage (unacceptably low quality) of communication via the channels used by the Client, or the Company or the channels used by the provider, or communication operator (including voice communication) that are used by the Client or the Company; (d) Wrong or inconsistent with requirements settings of the Client Terminal; (e) Untimely update of the Client Terminal; (f) 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 the Company due to communication quality issues and communication channel loads; (g) The use of communication channels, hardware and software, generate the risk of non-reception of a message (including text messages) by the Client from the Company; (h) Trading over the phone might be impeded by overload of connection; (i) Malfunction or non-operability of the Platform(s), which also includes the Client Terminal.

Trading Platform

The Client is warned that when trading in an electronic platform(s) he assumes risk of financial loss which may be a consequence of amongst other things: a) Failure of Client’s devices, software and poor quality of connection. b) The Company’s or Client’s hardware or software failure, malfunction or misuse. c) Improper work of Client’s equipment. d) Wrong setting of Client’s Terminal. e) Delayed updates of Client’s Terminal.

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

It is understood that the connection between the Client Terminal and the Company’s Server may be disrupted at some point and some of the Quotes 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 Instruction, 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.

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 Orders to be executed at declared prices or may not be executed at all.

Abnormal Market Conditions include but not limited to times of rapid price fluctuations of 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, or there is lack of liquidity, or this may occur at the opening of trading sessions.