

# RISK DISCLOSURE STATEMENT

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## 1. Purpose

The purpose of this Statement is to provide to the Client appropriate guidance on the nature and risks of the specific type of financial instrument that are offered by AGM Markets Limited, hereafter the “Company”.

The Company agrees to enter into over-the-counter (“OTC”) contracts for differences (“CFDs”) and spot foreign exchange contracts (“Spot FX Contracts”) with the Client. The Client acknowledges, understands and agrees with the risks, disclosed below.

## 2. Legal Framework

This statement is based on the provisions of the Investment Services and Activities and Regulated Markets Law of 2007 (No. 144(I)/2007), implementing Directive 2004/39/EC of the European Parliament and of the Council on Markets in Financial Instruments (“MiFID”). The statement does not purport to disclose, or discuss all of the risks and other significant aspects of all transactions entered into with or through the Company, so the Company requires you to undertake and warrant that you will consult with your own legal, tax and financial advisers prior to entering into any particular transaction with or through the Company.

## 3. Statement

- a) **Trading is very speculative and risky.** Trading CFDs and Spot FX Contracts is highly speculative and is suitable only for those Clients who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume the risk of losses up to their invested capital. Neither CFDs nor Spot FX Contracts are appropriate investments for retirement funds. The Client represents, warrants and agrees that he/she understands these risks, is willing and able, financially and otherwise, to assume the risks of trading CFDs and Spot FX Contracts and that the loss of the Client’s entire account balance will not change his/her lifestyle.

- b) **High leverage and low margin can lead to quick losses.** A high degree of leverage is associated with both CFDs and Spot FX Contracts, which generally involves a small deposit relative to the size of the transaction. This can be both advantageous and disadvantageous. A small price movement in the Client's favor can provide a high return on the deposit, however, a small price movement against the Client may result in significant losses up to the money placed on deposit. Such losses can occur quickly.
- c) **Margin Requirements.** The Client must maintain the minimum margin requirement on his/her open positions at all times. It is Client's responsibility to monitor his/her account balance. The Company has the right to liquidate any or all open positions whenever the minimum margin requirement is not maintained and this may result in the Client's CFDs or Spot FX Contracts being closed at a loss for which the Client will be liable.
- d) **Cash Settlement.** CFD and Spot FX Contracts can only be settled in cash.
- e) **Conflicts of Interests.** The Company is the counterparty to all transactions entered into under the Client Agreement and, as such, the Company's interests may be in conflict with the Client's. The Conflicts of Interest Policy is available at the Company's website.
- f) **OTC Transactions.** When trading CFDs or Spot FX Contracts, such transactions will not be executed on a recognized or designated investment exchange and are known as OTC transactions. All positions entered into with the Company must be closed with the Company and cannot be closed with any other entity. OTC transactions may involve greater risk than investing in on-exchange contracts because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an OTC transaction or to assess the exposure to risk. Bid Prices and Ask Prices need not be quoted by the Company, based on best execution policies applicable in the market. There is no central clearing and no guarantee by any other party of the Company's payment obligations to the Client. The Client must look only to the Company for performance of all contracts in Client's account and for return of any Margin or collateral.
- g) **CFDs and Spot FX Contracts.** Trading CFDs and Spot FX Contracts carries a high degree of risk. The gearing or leverage often obtainable in such trading means that a relatively small market movement can lead to a proportionately much larger movement in the value of Client liability. Client should be aware of the implications of this, in particular, the Margin requirements.

- h) Prices, Margin and Valuations are set by the Company and may be different from prices reported elsewhere.** The Company will provide prices to be used in trading, valuation of the Client's positions and determination of margin requirements in accordance with its Trading Policies and Procedures and Market Information Sheets. The performance of the Client CFDs or Spot FX Contract will depend on the prices set by the Company and market fluctuations in the underlying asset to which the Client contract relates. The Company's prices for a given market are calculated by reference to the price of the relevant underlying asset which the Company obtain from third party external reference sources or exchanges. For Spot FX Contracts, the Company obtain price data from wholesale market participants. Although the Company expects that these prices will be reasonably related to prices available in the market, the Company's prices may vary from prices available to banks and other market participants. The Company has considerable discretion in setting and collecting margin. The Company is authorized to convert funds in the Client's account for margin into and from such foreign currency at a rate of exchange determined by the Company in its sole discretion based on then-prevailing money market rates.
- i) Extent of Losses.** Where the Client short a market and the price rises, it is possible that the extent of the Client losses may not become clear until the position has been closed. The Client must undertake sufficient analysis prior to entering into a transaction to ensure the Client is able to support the extent of the risk arising.
- j) Rights to Underlying Assets.** The Client have no rights or obligations in respect of the underlying instruments or assets relating to the Client's CFDs or Spot FX Contracts.
- k) Currency Risk.** Where the CFD or Spot FX Contract is settled in a currency other than the Client's base currency, the value of the Client return may be affected by its conversion into the base currency.
- l) One Click Trading and Immediate Execution.** The Company's Online Trading System provides immediate transmission of the Client's order once he/she enters 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 amended. This feature may be different from other trading systems the Client has used. The Client should utilize the Demo Trading System to become familiar with the Online Trading System before actually trading online with the Company. By using AGM's Online Trading System, the Client acknowledges and agrees to the one-click system and accepts the risk of this immediate transmission/execution feature.

- m) Telephone Orders and Immediate Execution.** Market orders executed over the telephone through the Company's Dealing Room are completed when the Company's telephone operator says "deal" or "done" following the Client's placing of an order. Upon such confirmation of the telephone operator, the Client has bought or sold and cannot cancel the market order. By placing market orders through the Company's Dealing Room, the Client agrees to such immediate execution and accepts the risk of this immediate execution feature.
- n) The Company is not an adviser or a fiduciary to customer.** Where the Company provides generic market recommendations, such generic recommendations do not constitute a personal recommendation or investment advice and do not consider any of the Client's personal circumstances or investment objectives, nor is it an offer to buy or sell, or the solicitation of an offer to buy or sell, any Foreign Exchange Contracts or Cross Currency Contracts. Each decision taken by the Client to enter into a CFD or Spot FX Contract with the Company and each decision as to whether a transaction is appropriate or proper for the Client is an independent decision made by the the Client. The Company is not acting as an advisor or serving as a fiduciary to the Client. The Client agrees that the Company 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 Company's generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by the Company.
- o) Recommendations are not guaranteed.** The generic market recommendations provided by the Company are based solely on the judgment of its personnel and should be considered as such. The Client acknowledges that it enters into any transactions relying on his/her own judgment. Any market recommendations provided are generic only and may or may not be consistent with the market positions or intentions of the Company and/or its affiliates. The generic market recommendations of the Company are based upon information believed to be reliable, but the Company cannot and does not guarantee the accuracy or completeness thereof or represent that following such generic recommendations will reduce or eliminate the risk inherent in trading CFDs and/or Spot FX Contracts.
- p) No guarantees of profit.** There are no guarantees of profit nor of avoiding losses when trading CFDs and Spot FX Contracts. The Client has received no such guarantees from the Company or from any of its representatives. The Client is aware of the risks inherent in trading CFDs and Spot FX Contracts and is financially able to bear such risks and withstand any losses incurred.

- q) **The Client may not be able to close open positions.** Due to the market conditions which may cause any unusual and sharp market price fluctuations, or other circumstances the Company may be unable to close out the Client's position at the price specified by the Client and the Client agrees that the Company will bear no liability for a failure to do so.
- r) **Internet Trading.** When the Client trades online (via the internet), the Company shall not be liable for any claims, losses, damages, costs or expenses, caused, directly or indirectly, by any malfunction or failure of any transmission, communication system, computer facility or trading software, whether belonging to the Company, the Client, any exchange or any settlement or clearing system.
- s) **Telephone Orders.** The Company is not responsible for disruption, failure or malfunction of telephone facilities and does not guarantee its telephone availability. For the avoidance of doubt, the Client is aware that the Company may not be reachable by telephone at all times and thus the Client can place his orders through online access to the Company's Trading Platform.
- t) **Quoting Errors.** Should a quoting error occur (including responses to the Client's requests), the Company is not liable for any resulting errors in account balances and reserves the right to make necessary corrections or adjustments to the relevant account. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by the Company in its sole discretion and acting in good faith, of the relevant market at the time such an error occurred. In cases where the prevailing market represents prices different from the prices the Company has posted on our screen, it will attempt, on a best efforts basis, to execute transactions on or close to the prevailing market prices. These prevailing market prices will be the prices, which are ultimately reflected on the Client's statements. This may or may not adversely affect the Client's realized and unrealized gains and losses.
- u) **Compensation.** The Company participates in the Investor Compensation Fund for clients of Investment Firms regulated in the Republic of Cyprus. The Client will be entitled to compensation under the Investor Compensation Fund where the Company is unable to meet its duties and obligations arising from the Client's claim. Any compensation provided to the Client by the Investor Compensation Fund shall not exceed twenty thousand Euro (EUR 20.000). This applies to the Client's aggregate claims against the Company.