

RISK DISCLOSURE POLICY

1. Introduction

In consideration of Atlantis Capital Limited (referred to as the “Company”, “we”, “us”, or “our”) entering into over-the-counter (“OTC”) transactions in Contracts for Difference (“CFDs”) with you (referred to as the “Client”, “you”, or “your”), you acknowledge that you have read, understood, and agreed to the terms and risk disclosures set out in this Risk Disclosure Policy.

This Risk Disclosure Policy is provided for general informational purposes and is not intended to identify or explain every risk associated with trading Financial Instruments, including CFDs. Certain risks, circumstances, and material considerations may not be described in full. The purpose of this Policy is to provide a clear and balanced summary of the principal risks that may arise when trading Financial Instruments.

Before entering into any business relationship or Transaction with the Company, you should carefully review all applicable legal and regulatory documents made available on the Company’s website, including the Terms and Conditions, Order Execution Policy, Privacy Policy, and any other relevant policies or disclosures. These documents, together with this Risk Disclosure Policy, form part of the contractual framework governing your relationship with the Company, and you are responsible for ensuring that you understand their contents before proceeding.

2. Legal Framework

In accordance with the applicable laws, rules, and regulatory requirements governing the Company’s activities, as amended from time to time, the Company provides this Risk Disclosure Statement to inform Clients of the principal risks associated with transactions in Financial Instruments.

This Risk Disclosure Statement should be read together with the Company’s Terms and Conditions, Privacy Policy, Order Execution Policy, Conflict of Interest Policy, and any other applicable legal documents published on the Company’s website. Collectively, these documents form part of the framework governing the relationship between the Client and the Company and provide important information regarding the Company’s services, operational arrangements, and risk management practices.

3. Objectives

The Company offers access to Contracts for Difference (“CFDs”), which are over-the-counter (“OTC”) derivative Financial Instruments. CFDs enable Clients to obtain exposure to movements in the price of an underlying asset without acquiring ownership of, or any legal interest in, that underlying asset. Trading CFDs involves substantial market and other financial risks, and the value of a Position may move in favour of or against the Client.

This Risk Disclosure Statement is provided for general informational purposes only and does not constitute a warranty, guarantee, investment advice, personal recommendation, or

an exhaustive description of all risks associated with the Company's Products or Services. The information contained herein has not been prepared with regard to the Client's individual investment objectives, financial circumstances, knowledge, experience, or risk tolerance.

Before entering into any Transaction, the Client should carefully consider whether CFD trading is appropriate in light of the Client's personal circumstances and should obtain independent financial, legal, and/or tax advice where necessary.

By proceeding, the Client acknowledges that they have read, understood, and accepted the risks associated with CFD trading, including, without limitation:

- **International Market Risk:** Financial Instruments linked to foreign or international markets may be affected by exchange rate movements, political or economic developments, regulatory changes, market disruptions, and geopolitical events, which may result in increased volatility and potential losses.
- **Liquidity Risk:** Certain Financial Instruments may experience reduced or insufficient market liquidity, which may affect the availability of prices, widen Spreads, delay execution, or make it difficult or impossible to open or close a Position at the requested price.
- **Tax Risk and Obligations:** The Client is solely responsible for determining, reporting, and satisfying any tax liabilities, duties, or other fiscal obligations arising from Transactions entered into with the Company. The tax treatment of CFDs may vary depending on the Client's jurisdiction and individual circumstances.

The Company shall not be responsible for the Client's personal tax obligations or for any financial, investment, legal, or tax decision made by the Client without obtaining appropriate independent professional advice.

4. Trading Is Speculative and Risky

Trading in Contracts for Difference ("CFDs") is highly speculative and involves a substantial risk of loss. CFDs may not be suitable for all Clients and should only be traded by persons who: (i) fully understand and are willing to accept the economic, legal, financial, and other risks involved; (ii) possess sufficient knowledge and experience in derivative products and the relevant underlying markets; and (iii) are financially able to sustain substantial losses, including, where applicable, losses exceeding the initial Margin or deposit.

CFDs should not generally be used for retirement savings or other funds that a Client cannot afford to lose. Trading in CFDs may result in the loss of some or all of the funds held in the Client Account and, depending on the product and applicable legal protections, may expose the Client to further financial obligations.

By entering into CFD Transactions, the Client confirms that they understand and accept the associated risks, have sufficient financial capacity and risk tolerance to bear such losses, and are able to sustain the loss of the funds committed to trading without materially affecting their financial circumstances or standard of living.

CFDs are leveraged Financial Instruments, and leverage can significantly amplify both profits and losses. Relatively small movements in the price of an underlying asset may therefore result in disproportionately large changes in the value of the Client's Position. The Client further acknowledges that during periods of abnormal market conditions, heightened volatility, reduced

liquidity, or market disruption, CFD prices may fluctuate substantially and may result in significant financial loss.

5. Risks Associated with Long CFD Positions, i.e., Buying CFD

Taking a long position in a Contract for Difference (“CFD”) means entering into a Transaction on the expectation that the price of the underlying Reference Asset will increase between the opening and closing of the Position. If the price of the underlying Reference Asset rises, the Client may realise a profit; if the price falls, the Client may incur a loss.

The Client acknowledges that losses may exceed the initial Margin deposited, depending on the size of the Position, the degree of leverage applied, and the extent of adverse market movement. A Position may also be closed automatically where the Client fails to maintain sufficient Margin or Equity in the Account. Because CFDs are leveraged products, relatively small market movements may result in disproportionately large gains or losses.

The Client is responsible for continuously monitoring open Positions, Margin requirements, Equity, and available funds and for maintaining sufficient liquidity in the Account to reduce the risk of forced liquidation.

6. Risks Associated with Short CFD Positions, i.e., Buying CFD

Taking a short position in a Contract for Difference (“CFD”) means entering into a Transaction on the expectation that the price of the underlying Reference Asset will decrease between the opening and closing of the Position. If the price of the underlying Reference Asset falls, the Client may realise a profit; if the price rises, the Client may incur a loss.

The Client acknowledges that losses may exceed the initial Margin deposited, particularly where the price of the underlying Reference Asset rises significantly against the Position. A short Position may also be closed automatically where the Client fails to maintain sufficient Margin or Equity in the Account. As CFDs are leveraged products, adverse market movements may result in rapid and substantial losses.

The Client is responsible for continuously monitoring open short Positions, Margin requirements, Equity, and available funds and for maintaining sufficient Account resources to reduce the risk of Margin Calls, automatic liquidation, or forced closure.

7. High Leverage and Low Margin can Lead to Rapid Losses

CFD trading involves a significant degree of leverage or gearing and therefore generally carries greater risk than investing directly in the underlying asset. Because CFDs are traded on Margin, the Client is required to provide only a relatively small amount of capital compared with the total notional value of the Position. As a result, even a relatively small movement in the price of the underlying Reference Asset may produce a disproportionately large effect on the value of the Client’s Position.

A favourable price movement may generate a substantial return relative to the Margin deposited, while an adverse price movement may result in significant and rapid losses, including the loss of

all Margin committed to the Position.

The Client acknowledges that higher levels of leverage increase both the potential for profit and the potential for loss. Accordingly, the greater the leverage applied to a Position, the greater the financial risk assumed by the Client.

8. Margin Requirements

The Client is required to maintain, at all times, the minimum Margin required by the Company in respect of all open Positions. The Client is solely responsible for monitoring the Client Account, including the Account Balance, Equity, Free Margin, and Margin Level, and for ensuring that sufficient funds are available to satisfy the applicable Margin requirements.

If the Margin Level falls below the level prescribed by the Company, the Client may receive a Margin Call requesting the deposit of additional funds. Where the Client fails to maintain the required Margin, the Company may, in accordance with the Terms and Conditions, close, reduce, or liquidate some or all open Positions without prior notice. Such liquidation may occur at a loss, and the Client shall remain responsible for any resulting liabilities or losses.

The Client acknowledges that the Company is under no obligation to issue a Margin Call or provide advance notice before exercising its rights to close or liquidate Positions. Accordingly, the Client is responsible for continuously monitoring the Client Account and maintaining sufficient Margin to avoid automatic or forced liquidation.

9. Settlement

The Client acknowledges that CFD Transactions are settled in cash and do not involve the physical delivery or transfer of ownership of the underlying Reference Asset. Any profit or loss arising from a CFD Transaction is determined, among other factors, by the difference between the opening and closing prices of the relevant Position.

10. Rights to Underlying Assets

The Client acknowledges and agrees that entering into CFD Transactions does not confer ownership of, or any legal or beneficial interest in, the underlying Reference Asset. Accordingly, the Client shall have no entitlement to voting rights, dividends, distributions, or any other rights or benefits attaching to ownership of the underlying asset, except where the Company applies a contractual adjustment in accordance with the terms of the relevant CFD.

11. Currency Risk

Where the Client trades CFDs on currency pairs or other Financial Instruments denominated in a currency different from the Client's Base Currency, the Client is exposed to foreign exchange risk. Any profit, loss, settlement amount, or other value arising from such Transactions may require conversion into the Client's Base Currency and may therefore be affected by fluctuations in the applicable exchange rate. Accordingly, movements in foreign exchange rates may increase or reduce the Client's profits or losses independently of movements in the value of the underlying

Reference Asset.

12. One Click Trading and Immediate Execution

Where the Client enters the relevant trade amount and selects “Buy” or “Sell” through the Company’s Trading Platform, the Order may be submitted for immediate execution and, once submitted, may not be capable of cancellation or amendment. The Client acknowledges that this functionality may differ from other trading platforms and is responsible for becoming familiar with the operation of the Company’s Electronic Systems before placing live Orders. The use of a Demo Account is recommended for this purpose. By using the Trading Platform, the Client acknowledges and accepts the one-click trading functionality and the risks associated with immediate Order submission and execution.

13. Advice and Recommendations

The Company does not act as the Client’s investment adviser, fiduciary, or portfolio manager. Any market commentary, research, opinions, recommendations, or other information provided by the Company are general in nature, are not prepared with regard to the Client’s individual financial circumstances, objectives, needs, or risk profile, and do not constitute investment advice, a personal recommendation, an offer, or a solicitation to buy or sell any CFD or other Financial Instrument.

The Client acknowledges that all trading and investment decisions are made independently and at the Client’s sole discretion and responsibility. Any general market views expressed by the Company or its personnel reflect opinions at the relevant time, may differ from positions held by the Company or its affiliates, and may change without notice. Although such information may be based on sources believed to be reliable, the Company does not warrant its accuracy, completeness, or effectiveness. Reliance on any such information does not eliminate the risks associated with trading CFDs, and the Client remains solely responsible for assessing the suitability and risks of each Transaction.

14. No Guarantees of Profit

The Client acknowledges and accepts that trading in CFDs involves substantial risk and that no profit, return, or protection against loss is guaranteed. Neither the Company nor any of its directors, officers, employees, agents, or representatives has made any representation, promise, or assurance regarding the profitability or expected outcome of any trading activity. The Client confirms that they understand the risks associated with CFD trading and have the financial capacity to bear such risks, including the potential loss of part or all of the capital invested.

15. No Guarantees against Outdated Publications

The Client acknowledges that any publication, market commentary, quotation, research, or other information provided by the Company reflects the circumstances existing at the time of

publication and may become outdated, inaccurate, or no longer relevant thereafter. The Company is under no obligation to update such information following its release.

Although the Company seeks to obtain information from sources it considers reliable, all publications and market information are provided on an “as is” basis without any express or implied warranty as to their accuracy, completeness, availability, timeliness, or continued relevance. The Company shall not be liable for: (i) the accuracy, availability, or continuity of any market quotation or pricing information; or (ii) any error, omission, delay, interruption, or inaccuracy in the transmission or delivery of market data.

The Company reserves the right, at its discretion, to amend, suspend, withdraw, replace, or discontinue any publication, quotation, market information, or related content at any time, with or without prior notice, subject to applicable law.

16. Internet Trading

- 16.1. When accessing or using the Trading Platform through the internet, the Client acknowledges that the Company shall not be liable for any claim, loss, damage, cost, or expense arising from any failure, interruption, malfunction, delay, or disruption affecting telecommunications, data transmission, computer systems, networks, infrastructure, software, or trading technology, whether operated by the Company, the Client, an exchange, a clearing or settlement system, or any third party.
- 16.2. Neither the Company nor any of its directors, officers, employees, agents, contractors, affiliates, licensors, vendors, exchanges, or service providers makes any representation or warranty that:
- 16.3. The Trading Platform will operate continuously, securely, or without interruption, delay, or error;
- 16.4. any information, data, quotation, result, or functionality made available through the Trading Platform will be accurate, complete, timely, reliable, or free from delay;
- 16.5. the Client’s systems, devices, or software will remain free from viruses, malware, or other harmful or malicious code;
- 16.6. communications or data transmitted through the internet or the Trading Platform will be secure or protected from interception, unauthorised access, or other cybersecurity risks.
- 16.7. If the Client is unable to access or use the Trading Platform, the Client should promptly contact the Company through the alternative communication channels designated by the Company, including telephone or email, where available.

17. Fees and Other Charges

Before entering into any CFD Transaction, the Client should ensure that they fully understand all applicable costs and charges, including Spreads, commissions, financing charges, and swaps, which may be expressed as fixed amounts, percentages, or otherwise in accordance with the applicable Contract Specifications.

The Client is responsible for understanding how such costs are calculated and applied. For the purposes of this Risk Disclosure Statement, a “Swap” means any financing amount credited to or debited from the Client Account for maintaining an open Position overnight.

The Client is encouraged to review the current schedule of fees, charges, and Contract

Specifications published on the Company's website and may contact the Company for further information or clarification regarding the applicable costs.

18. Quoting Errors and Market Price Adjustments

Where a pricing, quotation, or execution error occurs, including any incorrect price displayed on the Trading Platform or communicated in response to a Client Order, the Company shall not be liable for any resulting discrepancy in the Client Account, except where such liability cannot be excluded under applicable law. The Company reserves the right to correct, amend, or adjust the affected Transaction or Account to reflect the price or terms that would reasonably have applied in the absence of the error.

Any dispute relating to a pricing or quotation error shall be determined by reference to the fair and prevailing market value at the relevant time, as reasonably assessed by the Company in good faith and having regard to available market data and conditions.

Where the price displayed on the Trading Platform differs materially from the prevailing market price, the Company shall use reasonable efforts to execute or adjust the relevant Transaction at or near the fair market price available at the time. Any resulting correction or adjustment shall be reflected in the Client Account and may affect realised or unrealised profits or losses.

19. Conflicts of Interests

The Client acknowledges that, where the Company acts as counterparty to Transactions entered into under the Client Agreement, circumstances may arise in which the Company's interests conflict with those of the Client. Further information regarding the identification, management, and disclosure of such conflicts is set out in the Company's Conflicts of Interest Policy, available on the Company's website.

20. Other Information

The Company reserves the right, at its discretion, to amend, revise, or update this Statement from time to time, including where necessary to reflect changes in applicable law, regulation, or the Company's internal policies. Any updated version shall be published on the Company's website and shall become effective in accordance with the terms stated therein.

By continuing to use the Company's Services following publication of any amendment, the Client shall be deemed to have acknowledged and accepted the revised Statement.

Any questions or requests for clarification concerning this Statement may be directed to the Company's Compliance Department using the contact details published on the Company's website.