

## RISK DISCLOSURE STATEMENT

In consideration of Spot Capital Markets Ltd (hereafter the “Company”) agreeing to engage into binary options trading with the undersigned (hereinafter referred to as the “Customer”, “you”, “your”), Customer acknowledges, understands and agrees with the risks, including but not limited:

1. **Trading Is Very Speculative and Risky.** Trading in binary options is highly speculative and is suitable only for those customers who:
  - (a) understand and are willing to assume the economic, legal and other risks involved
  - (b) are financially able to assume the loss of their total investment
  - (c) understand and are knowledgeable about binary options trading and the underlying assets.Binary options are appropriate investments for retirement funds. Customer represents, warrants and agrees that Customer understands these risks, is willing and able, financially and otherwise, to assume the risks of trading in binary options and that the loss of Customer’s entire Account balance will not change Customer’s lifestyle.
2. **Cash Settlement.** Binary options trading can only be settled in cash.
3. **Conflicts of Interest.** The Company is the counterparty to all transactions entered into under the Customer Agreement and, as such, the Company’s interests may be in conflict with yours. Our conflicts of interest policy is available at the Company’s website.
4. **Prices Are Set By the Company And May Be Different From Prices Reported Elsewhere.** The Company will provide the prices to be used in trading and valuation of Customer positions in accordance with its Trading Policies and Procedures. The trading rates assigned to the assets on the Company’s website are the ones at which the Company is willing to sell binary options to its Customers at the point of sale. As such, they may not directly correspond to real time market levels at the point in time at which the sale of options occurs.  
**Rights to Underlying Assets.** You have no rights or obligations in respect of the underlying instruments or assets relating to your binary options trading.
5. **Right to Cancel an Order.** The Customer will have the choice to cancel the trade for a period of at least 2 seconds after clicking the CALL or PUT button (cancelling the trade will not affect the Customer’s trading balance and the funds will be returned to the trading account).
6. **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 have not considered any of your personal circumstances or your investment objectives, nor is it an offer to trade, or the solicitation of an

offer to trade, in any binary options. Each decision by Customer to trade in binary options with the Company and each decision as to whether a transaction is appropriate or proper for Customer is an independent decision made by the Customer. The Company is not acting as an advisor or serving as a fiduciary to Customer. Customer agrees that the Company has no fiduciary duty to Customer 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 Customer 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.

7. **Recommendations Are Not Guaranteed.** The generic market recommendations provided by the Company are based solely on the judgment of the Company's personnel and should be considered as such. Customer acknowledges that it enters into any Transactions relying on its 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 in binary options.
8. **No Guarantees Of Profit.** There are no guarantees of profit nor of avoiding losses when trading in binary options. Customer has received no such guarantees from the Company or from any of its representatives. Customer is aware of the risks inherent in trading in binary options and is financially able to bear such risks and withstand any losses incurred.
9. **Internet Trading.** When Customer 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, Customer, any exchange or any settlement or clearing system.
10. **Expiry System Errors.** In case the expiry system fails for any reason, it will auto detect un-expired options and expire them in accordance to the rates stored historically in the archive. If any position did not expire on time, the system will issue a notification to Risk Manager and Compliance Officer, detailing all position information, in order to be resolved manually.
11. **Compensation.** The Company participates in the Investor Compensation Fund for clients of Investment Firms regulated in the Republic of Cyprus. Customers will be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from your claim. Any compensation provided to you by the Investor

Compensation Fund shall not exceed twenty thousand Euro (EUR 20.000). This applies to your aggregate claims against us.

## **TRADING POLICIES AND PROCEDURES**

### **1. INTRODUCTION**

The Company's Trading Policies and Procedures are an integral part of your Customer Agreement. It is your responsibility to carefully read these Trading Policies and Procedures and to inform the Company of any questions or objections that you may have regarding them before entering each and every Transaction. You agree, represent, warrant and certify that you understand and accept the Company's Trading Policies and Procedures, as set forth here and as may be amended from time to time by the Company, in its sole discretion, and you agree to comply with the Company's Trading Policies and Procedures. Terms capitalized in these Trading Policies and Procedures are defined in the Glossary as found on the Company's website.

### **2. TRADING HOURS**

All references to the Company's hours of trading are in Greenwich Mean Time ("GMT") using 24-hour format. The Company normally provides access for trading in binary options via its website from 22:00 GMT on Sunday to 21:00 GMT on Friday. The Company reserves the right to suspend or modify its trading hours at any time and on such an event will inform Customers in advance on a best efforts basis of any changes in its trading hours. Following submission of an Order, it is the sole responsibility of Customer to remain available for Order and Fill confirmations, and other communications regarding Customer's Account until all open Orders are completed. Thereafter, Customer must monitor Customer's Account frequently when Customer has Open Positions in the Account.

### **3. CUSTOMER ACCOUNTS AND INITIAL DEPOSITS**

1. **Documents.** Before you can place an Order with the Company, you must read and accept the Customer Agreement, including the Risk Disclosure Statement and these Trading Policies and Procedures and all applicable addenda, you must deposit sufficient clear funds in your Account and your Customer Registration Form and all accompanying documents must be approved by the Company. Upon the approval of your registration, you will be notified by e-mail. The Company may, in its sole discretion, request that in addition to online acceptance

of the Customer Agreement, Customer must complete and submit any signed documents so required by the Company, including but not limited to the Customer Agreement and Risk Disclosure Statement.

2. **Currency of Accounts.** All Account balances will be calculated and reported only in a single currency.

#### **4. WITHDRAWALS**

Payments from a Customer Account require a withdrawal request form signed by all required account holders and submitted in writing to the Company. The withdrawal process requires a minimum of three (3) Business Days from receipt of the withdrawal request to the issuance of payment. The Company will transfer any funds owing to you to your nominated bank account. Only funds owing to you and not being utilized for opened positions or any other obligations to the Company may be withdrawn. If a withdrawal request is for funds in excess of those funds that are available for withdrawal, the Company will not comply with the request and the Customer will be notified accordingly.