

## **1.INTRODUCTION**

Fintana Trading Ltd, (hereinafter, “Fintana” or the “Company”), is duly incorporated under the laws of the Republic of Mauritius and bears Company registration number 197666 GBC. The Company is duly licensed by the Financial Services Commission of Mauritius and hold an Investment Dealer (Full-Service Dealer, excluding Underwriting) license with license number GB23201338.

This Risk Disclosure Policy explains what you need to know about the products the Company can offer you. It is designed to provide you with the information you need to determine whether the products the Company offers are appropriate for your personal objectives, financial situation and needs, by explaining the risks, rights and obligations associated with our products.

All Clients and prospective Clients should read carefully the following risk disclosures and warnings contained in this Police, 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 the Financial Instruments offered by the Company. This 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.

## **2.Risk warning**

The Company 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. The Company may 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 minimized. However, any decision to use the Company’s investment products or services is solely made by you.

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.

## **3.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 financial institutions such as a credit institution or a bank. 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.

It is understood that the legal and regulatory regime applying to any such financial institution will be different from the regulatory regime of your home country. Hence, in the event of insolvency or any other equivalent failure or preceding of that person, the Client’s money may be treated differently

from the treatment which would apply if the money was held in Segregated Account in his home country.

The financial institution 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.

#### **4.Leverage**

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 take on the risks of losing all the money which you have invested.

#### **5.Margin**

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 the Margin Level decreases to about 50%, and automatically close all positions at market prices if Margin Level drops below 20%.

It is your responsibility to monitor your account. Should the net value of the account (cash plus running profits minus running losses) fall below the margin required, we may close some or all of your trades at the current market price. This should not, however, be taken as a guarantee, and it is your responsibility to ensure that sufficient funds are in your account at all times.

#### **6.Technical risks**

The Company is not responsible for financial losses arising from malfunctions in your electronic, communication, or information systems.

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 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

The Client acknowledges that the internet may be subject to events which may affect his access to the Company's Websites 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 reasonable 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 or delay or failure in sending orders or Transactions, not owed to the Company's gross negligence or willful default.

The Client may suffer financial losses caused by the materialization of the above risks, the Company accepts no responsibility or liability in the case of such a risk materializing and the Client shall be responsible for all related losses he may suffer, to the extent that these are not owed to the Company's gross negligence or willful default.

## **7. Market risks**

Margined CFD trading relies on the price movement of underlying financial products. You are therefore exposed to similar, but magnified risks, to holding the underlying assets. In some cases, risks will be greater. You agree that if market conditions become abnormal, the time required to process your orders and instructions may increase.

## **8. Commission and Spreads**

You should obtain details of all commissions and other charges for which you will be liable, prior to trading with the Company. Where charges are not expressed in money terms (such as a bid offer spread), you should obtain a clear explanation of what such charges are likely to mean in specific money terms. When commission is charged as a percentage it will normally be as a percentage of the total contract value, and not simply as a percentage of your initial payment.

Some types of trades you make may require you to pay financing costs. Trades in currencies different than your base currency may require you to convert those foreign currencies to your base currency. The combination of overnight financing and foreign exchange costs may exceed any profits on your trades or increase the losses that you may incur on your trade.

## **9. Communication risks**

You must be aware of the risk that information sent via unencrypted email may be accessed by unauthorized parties.

The Company is not responsible for financial losses arising from delayed or failed receipt of a company message.

You are responsible for the security of the credentials for your personal area and trading accounts, as well as the confidential information that the Company may send you. The Company is not responsible for financial losses arising from your disclosure of this information to third parties.

#### **10. Force majeure events**

The Company is not responsible for financial losses arising from force majeure events. These events are extreme and irresistible circumstances that are independent of the will and actions of the agreement participants, that cannot be foreseen, prevented, or eliminated, including but not limited to natural disasters, fires, man-made accidents and disasters, emergencies at utility works and on utility lines, DDOS attacks, riots, military actions, terrorist attacks, uprisings, civil unrest, strikes, and the regulatory acts of state- and local government authorities.

#### **11. Communication between the Client and the Company**

The Client shall accept the risk of any financial losses caused by the fact that the Client has received with delay or has not received at all any notice from the Company.

The Client acknowledges that the unencrypted information transmitted by e-mail is not protected from any unauthorized access.

The Company has no responsibility if unauthorized third persons access to information have, including electronic addresses, electronic communication and personal data, access data when the above are transmitted between the Company and the Client or when using the internet or other network communication facilities, telephone, or any other electronic means.

The Client is fully responsible for the risks in respect of undelivered Company Online Trading System internal mail messages sent to the Client by the Company as they are automatically deleted within 3 (three) calendar days.

#### **12. Policy review**

This policy may be reviewed from time to time and amended to reflect regulatory requirements. It is the Company's sole discretion whenever deems necessary to do so, without prior notice to the Client. It is the Client's responsibility to stay informed and updated with the changes and they are advised to read and remain updated with this policy at regular intervals.

***WARNING: YOU SHOULD ONLY ENGAGE IN CFD TRADING IF YOU ARE PREPARED TO ACCEPT A HIGH DEGREE OF RISK AND IN PARTICULAR THE RISKS OUTLINED IN THIS POLICY. CLIENTS SHOULD NOT ENGAGE IN CFD TRADING UNLESS THEY UNDERSTAND THE FEATURES AND RISKS INVOLVED WITH SUCH INVESTMENTS AND THAT THEY MAY LEAD TO A LOSS OF THEIR FUNDS AND IMPOSE ADDITIONAL CHARGES/FEES.***