Breakline Markets

Risk Disclosure Statement

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1. Scope and statement.

Breakline Markets Limited (hereafter to as the “Company”, “us”, “we”, “our”) provides you (referred to as the “Client”, “your”), with this Risk Disclosure Statement which is written in accordance to applicable regulatory requirements and is intended to inform you of the general risks that exist in trading activities on our website and of dealing in the Financial Instruments offered by the Company. You must recognize that these risks entail a chance of losing money while trading. This disclosure is informational and must not be considered as an exhaustive list of all possible risks.

This document does NOT disclose all the associated risks or other important aspects of CFDs, and it should NOT be considered as investment advice or recommendation for the provision of any service or investment in any financial instrument.

The Client should NOT carry out any transaction in CFDs or in any other financial instruments unless he is fully aware of their nature, the risks involved and the extent of his exposure in these risks. In case of uncertainty as to the meaning of any of the warnings described below, the Client must seek independent professional advice before taking any investment decision.

The Client should also be aware that:

- The value of any investment in financial instruments may fluctuate downwards or upwards, and the investment may diminish to the extent of becoming worthless; it is entirely possible that the losses of trading in financial instruments may exceed the deposits made.
- Previous returns do not constitute an indication of a possible future return;
- Trading in Financial Instruments may entail tax and/or any other duty; and
- Changes in the exchange rates may negatively affect the value, price and/or performance of the Financial Instruments traded in a currency other than the Client’s base currency.

You are strongly advised to carefully read the Risk Disclosure Statement in conjunction with the Terms of Business and other legal documents available through our Website before applying to the Company for a trading account and before you begin trading with us.

Capitalized terms used herein shall have the same meaning as the Terms of Business.

2. Risk associated with trading in financial instruments.

1. Trading is very speculative and risky. Trading CFDs 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 which may exceed their invested capital. CFDs are not appropriate investments for retirement funds.
2. Possess the appropriate level of experience and/or knowledge in the specific Financial Instruments offered by the Company. The Company will apply an Appropriateness Test on the information provided by you, during the process of verifying your account. If, based on this information, the Company finds that you do not possess the appropriate level of experience and/or knowledge, you will be informed as such and must understand and accept all associated risks if you decide to continue in the opening of your trading account. It is important for you to ensure that any decision to engage in trading CFDs and other products offered by the Company, is made on an informed basis, and that you understand the nature of the CFDs/products offered and the extent of the risks associated with CFDs and other products.
3. Prior to accepting Company's Terms of Business, or making an order, the Client should consider carefully whether investing in a specific Financial Instrument is suitable for him/her in the light of his/her circumstances and financial resources.

4. The Client represents, warrants and agrees that he understands these risks, is willing and able, financially and otherwise, to assume the risks of trading in forex and CFD and that the loss of Customer's entire Account balance will not change Client's lifestyle.
5. The Company is the counterparty to all transactions entered into under the Terms of Business with the Client and, as such, the Company's interests may be in conflict with the Client's. How the Company assesses and manages these conflicts is disclosed in the Conflicts of Interest Policy available at the Company's website.
6. 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 Order Execution Policy and Terms of Business. The performance of the Client CFDs 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 Financial Instrument are calculated by reference to the price of the relevant underlying asset which the Company obtains from third party external reference sources or exchanges. 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.
7. The Client has no rights or obligations in respect of the underlying instruments or assets relating to the Client's CFDs.
8. The Client must maintain the minimum margin requirement on his/her open positions at all times. It is the 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 being closed at a loss for which the Client will be liable.
9. 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.
10. Where the CFD 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.
11. CFDs are derivative financial instruments deriving their value from the prices of the underlying assets/markets in which they refer to (for example currency, equity indices,

stocks, metals, indices futures, forwards, etc.). It is important therefore that the Client understands the risks associated with trading in the relevant underlying asset/market because fluctuations in the price of the underlying asset/market will affect the profitability of his trade.

12. CFDs are leveraged financial products and therefore as such, trading CFDs involves a high risk of loss as price movements are influenced by the amount of leverage the client is using.
13. The Company's Platform 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 Platform before actually trading online. By using the Company's Platform, the Client acknowledges and agrees to the oneclick system and accepts the risk of this immediate transmission/execution feature.
14. The Company is not an adviser or a fiduciary to customers. 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 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 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. There are no guarantees of profit nor of avoiding losses when trading CFDs. 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 is financially able to bear such risks and withstand any losses incurred.

21. The Client acknowledges that the unencrypted information transmitted by e-mail is not protected from any unauthorized access. The Company shall not be responsible for financial losses arising from delayed or failed receipt of Company's message. The Client remains fully responsible for the security of the credentials for his/her trading accounts as well as the confidential information that Company sends to the Client. The Company is not responsible for financial losses arising from the client's disclosure of this information to third parties.
22. When trading, 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.
23. Trading CFDs 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. Clients should be aware of the implications of this, in particular, the Margin requirements.
24. The Company's insolvency or default or the insolvency or default of any parties involved in Transactions undertaken by the Company on the Client's behalf (including without limitation brokers, execution venues, and liquidity providers), may lead to positions being liquidated or closed out without the Client's consent and as a result the Client may suffer losses. In the unlikely event of the Company's liquidation, segregated client funds cannot be used for reimbursement to the Company's creditors.

25. In case of a Force Majeure Event the Company may not be in a position to arrange for the execution of Client Orders or fulfill its obligations under the agreement with the Client. As a result, the Client may suffer financial loss. The Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.
26. 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 the declared prices or to be executed at all. Abnormal market conditions include but are not limited to times of rapid price fluctuations, 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.
27. A change in laws and regulations may materially impact a Financial Instrument and investments in a sector or market. A change in laws or regulations made by a government or regulatory body or a decision reached by a judicial body can increase business operational costs, lessen investment attractiveness, change the competitive landscape and as such alter the profit possibilities of an investment. This risk is unpredictable and may vary from market to market.
28. Leverage is a distinct feature of CFDs. The effect of leverage makes investing in CFDs riskier than investing directly in the underlying asset. This is a result of the margin system applicable to CFDs, which generally involves a small deposit relative to the size of the transaction, so that a relatively small price movement in the underlying asset can have a disproportional impact on a client's trade. A small price movement in the Client's favour can provide a high return on the deposit, however, a small price movement against the Client may quickly result in significant losses.
29. Financial markets may fluctuate rapidly, and the prices of CFDs will reflect this. Gapping is a risk that arises as a result of market volatility. Gapping occurs when the prices of CFDs suddenly shift from one level to another, without passing through the level in between. There may not always be an opportunity for the Client to place an order between the two price levels.

30. Stop Loss Orders cannot always protect you from losses. The Company offers you the opportunity to choose Stop Loss Orders to limit the potential losses you can incur from an open position. This option automatically closes your position when it reaches a certain price limit. There are some circumstances in which a 'stop loss' limit is ineffective, e.g., where there are rapid price movements or market closure.
31. You have no rights or obligations in respect of the underlying instruments or assets relating to your CFD. The client should understand that CFDs can have different underlying assets, including, equity, indices and commodities. Specifically, in case of an equity CFD you will not receive any voting rights.