



RISK DISCLOSURE POLICY

1. Introduction

In consideration of Landmark Capital Markets Ltd. (referred to as the “Landmark Capital Markets”, “Company”, “we”, or “our”) entering into over-the-counter (“OTC”) Contracts for Differences (“CFDs”) with you (the “Client”, “you”, or “your”), you hereby acknowledge, understand, and agree to the terms outlined in this Risk Disclosure Policy.

This disclaimer is intended for informational purposes and does not represent a comprehensive list of all potential risks associated with trading. Please note that not all risks or critical aspects of trading in Financial Instruments (including CFDs) are disclosed or explained in full. We aim to provide a clear and non-misleading overview of the general risks involved in trading Financial Instruments.

You are strongly advised to read all related legal documents available on our website—such as the **Terms and Conditions**, **Order Execution Policy**, **Privacy Policy**, and others—prior to engaging in any business relationship with us. These documents, together with this Risk Disclosure Policy, form the basis of our agreement with you. We recommend that you carefully review and fully understand these documents before proceeding

2. Legal Framework

In accordance with the applicable Rules & Regulations, as amended from time to time, which govern the operations of the Company, we hereby provide the following official statement regarding the risks involved in financial instrument transactions undertaken by our Clients.

This Risk Disclosure Statement should be read alongside the Company’s **Terms and Conditions**, **Privacy Policy**, **Order Execution Policy**, and **Conflict of Interest Policy**—all of which are available on our website. These documents collectively outline the framework of our relationship with you and provide essential information on how we operate and manage risk on your behalf.

3. Objectives

The Company provides investment opportunities in Contracts for Differences (CFDs), which are over-the-counter (OTC) derivative products. CFDs allow Clients to gain exposure to the price movements—whether gains or losses—of an underlying financial instrument without owning the actual asset. These instruments carry inherent market risks.

This Risk Disclosure Statement is for informational purposes only and does not constitute any warranty, guarantee, or complete listing of all potential risks associated with our investment services. The content should not be viewed as financial advice, investment objectives, or a representation of your personal financial situation.

Before making any investment decisions based on the information provided here, you agree to seek professional financial advice tailored to your specific goals and circumstances.

By proceeding, you confirm that you have read, understood, and accepted the risks involved,

including but not limited to:

- **International Market Risk:** Financial instruments linked to foreign markets may involve risks different from those in your local market. These may include higher risks due to factors like exchange rate volatility and geopolitical events, which can significantly affect returns.
- **Liquidity Risk:** Certain financial instruments may become illiquid due to limited demand or supply. This can result in difficulty selling the instrument or obtaining accurate pricing information.
- **Tax Obligations:** You are solely responsible for understanding and fulfilling any tax obligations related to your CFD transactions. CFDs may be subject to taxes or other duties under the laws of your jurisdiction, and it is your responsibility to ensure compliance.

The Company disclaims any liability for your personal tax affairs or financial decisions made without independent consultation.

4. Trading Is Speculative and Risky

Trading Contracts for Differences (CFDs) is highly speculative and carries a significant risk of loss. It is not appropriate for all investors, but only for those who:

1. Fully understand and are willing to accept the economic, legal, and other risks involved;
2. Have sufficient experience and knowledge of trading derivatives and the underlying markets;
3. Are financially prepared to incur losses that may exceed the initial margin or deposit, as it is possible to lose the full value of the contract—not just the margin invested.

CFD trading is not suitable for retirement or long-term savings funds. It is considered one of the highest-risk forms of investment, where substantial losses, including the full amount invested, are possible.

By engaging in CFD trading, you acknowledge and confirm that you:

- Understand and accept the associated risks;
- Have the financial and personal capacity to bear such risks;
- Are willing to proceed even with the possibility that your entire account balance may be lost without materially affecting your standard of living.

CFDs are leveraged products and therefore carry a higher risk of loss compared to many other financial instruments. Leverage can magnify both gains and losses.

Please be aware that CFD values can fluctuate significantly under abnormal market conditions, and these fluctuations may impact your investment either positively or negatively.

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

Taking a long CFD position means you are buying CFDs with the expectation that the price of the underlying asset will increase between the time you open and close the trade.

- If the market price of the underlying asset rises, you may earn a profit while your long CFD position is open.
- However, if the market price falls, you will likely incur a loss.

It is important to understand that:

- Your losses can exceed your initial margin deposit, depending on the size and direction of the price movement.
- You may also face a loss if your position is forcibly closed due to insufficient funds in your account to maintain the required margin.
- CFD trading involves leverage, which can magnify both gains and losses, increasing the risk of substantial financial loss if the market moves against your position.

You should closely monitor your positions and ensure adequate liquidity to avoid unwanted liquidation.

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

Taking a short CFD position means you are selling CFDs with the expectation that the price of the underlying asset will decline between the time you open and close the trade.

- If the market price of the underlying asset falls, you may earn a profit while your short CFD position is open.
- Conversely, if the market price rises, you will likely incur a loss.

Key risks to be aware of include:

- Your potential loss can exceed your initial margin deposit, especially if the asset's price rises significantly against your position.
- You may also suffer losses if your position is forcibly closed due to insufficient funds in your account to maintain the required margin.
- As with all leveraged products, short positions in CFDs carry a high level of risk, and losses can accumulate quickly if the market moves unfavorably.

It's essential to monitor your short positions closely and maintain adequate account equity to avoid margin calls or forced liquidations.

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

CFD trading involves a high level of leverage or gearing, which makes it riskier than investing directly in the underlying asset. Due to the margin-based system, only a small deposit is required



relative to the full value of the position. This means that even minor price movements in the underlying asset can have a significantly magnified impact, positive or negative on your trade.

- A small favorable price change can generate a substantial return on your initial deposit.
- However, a small unfavorable price change can result in significant losses, potentially wiping out your margin quickly.

“The greater the leverage, the greater the risk.”

This means the level of leverage you choose directly affects the potential outcome of your investment, both the potential profit and the potential loss.

8. Margin Requirements

Clients are required to maintain the minimum margin level set by the Company on all open positions at all times. It is your sole responsibility to monitor your account balance and ensure it meets the margin requirements.

If your account margin falls below the required level, you may receive a margin call requesting you to deposit additional funds. Failure to meet this requirement may result in the Company liquidating some or all of your open positions without prior notice. These liquidations could occur at a loss, and you will be fully liable for any resulting losses.

Please note that the Company is not obligated to issue a warning before taking such action. Therefore, it is your duty to regularly monitor your open positions and account balance to avoid forced closures due to insufficient funds.

9. Settlement

The Client acknowledges that CFD trading is settled exclusively in cash, meaning no physical delivery of the underlying asset takes place. The profit or loss from a CFD trade is determined in part by the difference between the opening (buy) and closing (sell) prices of the contract.

10. Rights to Underlying Assets

The Client acknowledges and agrees that trading CFDs does not grant any rights or obligations related to the actual underlying instruments or assets. This means you do not own or have any entitlement to dividends, voting rights, or any other benefits associated with the underlying asset.

You understand that CFDs may be based on various underlying assets, including but not limited to stocks, indices, currencies, and commodities.

11. Currency Risk

When trading CFDs on currency pairs (FOREX) or other instruments with an underlying asset denominated in a currency different from your **base currency**, you are exposed to **currency risk**.

This risk arises because the settlement of such transactions occurs in a foreign currency, and the final value of your return may fluctuate when converted back into your base currency. As a result, exchange rate movements can impact your profits or losses, independently of the asset's actual performance.

12. One Click Trading and Immediate Execution

When the Client enters the notional amount and clicks “Buy” or “Sell” on the Company’s online trading platform, the order is immediately executed. This means that Market Orders cannot be cancelled or modified after the “Buy/Sell” button is clicked.

This feature may differ from the functionality of other trading platforms you may have used in the past. Therefore, Clients are strongly advised to first use the Demo Account to become familiar with the platform’s one-click execution process.

By using the Company’s online trading system, you acknowledge and accept the one-click trading functionality and all risks associated with immediate order execution.

13. Advice and Recommendations

The Company does not act as an advisor or fiduciary to the Client. While we may provide generic market commentary or recommendations, these are not tailored to your personal financial situation, objectives, or risk profile and should not be considered as investment advice.

These general insights do not constitute an offer or solicitation to buy or sell any CFD or financial instrument. All trading decisions are made independently by the Client, who must determine whether a particular transaction is suitable based on their own judgment and financial circumstances.

The Client acknowledges that:

- The Company does not owe any fiduciary duties and disclaims any liability arising from actions or inactions taken in response to generic information or commentary.
- Any market recommendations are based on the judgment of the Company’s personnel at the time and should be treated as general opinions.
- Such recommendations may or may not reflect the current or future positions of the Company or its affiliates.
- Although based on information believed to be reliable, the Company does not guarantee the accuracy, completeness, or effectiveness of these recommendations.
- Following these recommendations does not eliminate the risks associated with trading CFDs.

All investment decisions are ultimately the sole responsibility of the Client.

14. No Guarantees of Profit

The Client acknowledges that trading CFDs involves risk, and there are no guarantees of profit or protection against losses. Neither the Company nor any of its representatives have made any

promises or assurances regarding potential earnings from trading activities.

The Client fully understands the risks associated with CFD trading and confirms that they are financially capable of accepting such risks, including the possibility of incurring partial or total losses of invested capital.

15. No Guarantees against Outdated Publications

The Client acknowledges that the Company's publications and market information are not updated after release and may become outdated or misleading over time, this could occur within seconds, minutes, or even days, weeks, or months, depending on the nature of the information.

The Company does not guarantee the accuracy, timeliness, or continued relevance of any publication and accepts no liability should any content become outdated or inaccurate after its release.

While we strive to source information from reputable and reliable providers, all publications are provided "as is" without any express or implied warranties. The Company shall not be held responsible for:

1. The accuracy, availability, or continuation of any market quotations; and
2. Any error, omission, interruption, or inaccuracy in the delivery of market data.
- 3.

We reserve the right, at our sole discretion, to amend, withdraw, or discontinue any publication or piece of information at any time, with or without prior notice.

16. Internet Trading

- 16.1. When trading online via the internet, the Client acknowledges that the Company is not liable for any claims, losses, damages, costs, or expenses arising from malfunctions, disruptions, or failures of transmission, communication systems, computer infrastructure, or trading software, regardless of whether such systems are owned or operated by the Company, the Client, an exchange, or any settlement or clearing system.
- 16.2. Neither the Company nor any of its directors, officers, employees, agents, contractors, affiliates, vendors, licensors, exchanges, or service providers guarantee:
- 16.3. That the Trading Platform will always operate without interruption or errors;
- 16.4. That the results obtained through use of the Trading Platform will be accurate, timely, reliable, complete, or free of delays;
- 16.5. That your systems will remain protected against viruses, malware, or other harmful software;
- 16.6. That data transmission will not be intercepted by unauthorized third parties.
- 16.7. If your access to the Trading Platform is ever restricted or unavailable, you agree to promptly contact the Company via telephone or email to address and resolve the issue

17. Fees and Other Charges

Before investing in CFDs, you must be fully aware of all associated costs, which may include spreads, commissions, and swaps. These charges can be expressed either as a fixed monetary



amount or as a percentage of your trade.

It is your responsibility to understand how these charges are applied and calculated. For the purposes of this Statement, a swap refers to the interest credited or debited to your account for holding a position open overnight.

We strongly recommend reviewing the detailed breakdown of all applicable fees and charges available on our website. You may also contact a Company representative for further guidance and clarification regarding these costs.

18. Quoting Errors and Market Price Adjustments

If a quoting error occurs, whether in price displays or responses to Client orders, the Company is not liable for any inaccuracies that may affect your account balance. In such cases, the Company reserves the right to correct or adjust your account accordingly.

Any disputes arising from quoting errors will be resolved based on the fair market value at the time the error occurred, as determined by the Company at its sole discretion, acting reasonably and in good faith.

If the actual market prices differ from those displayed on the trading platform, the Company will make its best effort to execute transactions at or near the true prevailing market price. These corrected prices will be reflected in your account statements and may affect your realized or unrealized profits and losses.

19. Conflicts of Interests

As the counterparty to all transactions entered into under the Client Agreement, the Company's interests may conflict with those of the Client. Please visit our website to learn more about our Conflicts of Interest Policy.

20. Other Information

The Company reserves the right, at its sole discretion, to review, modify, or update this Statement at any time, either as deemed appropriate or as required by applicable law. Any revised version will be published on the Company's website.

By continuing to use our services after such changes are posted, you acknowledge and agree to the updated terms of this Statement.

If you have any questions or require further clarification regarding any part of this Statement, please feel free to contact our Compliance Department at info@landmarkmarkets.com.