

RISK DISCLOSURE

For Spot OTC Foreign Exchange, Spot OTC Precious Metals, and Contracts for Difference (CFD) Trading.

You are required to read and acknowledge that you have read and understood this Risk Disclosure Statement. By signing the Agreement, you acknowledge, understand and agree to the following disclosures:

The TRADESKA Risk Disclosure Statement is a pertinent part of the Client Agreement and is hereby incorporated into the Agreement by reference.

MANY FOREIGN EXCHANGE DEALERS AND/OR BROKERS ARE COMPENSATED BY TAKING THE DIFFERENCE BETWEEN THE BID/ASK SPREAD IN THE PRICE PUBLISHED TO THEIR CLIENTS. TRADESKA WILL BE COMPENSATED BY CHARGING A COMMISSION AND A MARK UP OF THE RAW SPREAD WE RECEIVE FROM OUR LIQUIDITY PROVIDERS. TRADESKA MAY PARTICIPATE IN MARKUPS AND COMMISSIONS REQUESTED BY INTRODUCING BROKERS. THE FOREIGN CURRENCY TRADING YOU ARE ENTERING INTO IS OVER-THE-COUNTER AND IS NOT CONDUCTED ON AN EXCHANGE.

Trading in margined Foreign Exchange and/or Precious Metals and CFDs involves a significant degree of risk including the risk of losing all or more than all Your Funds. Trading in these markets is not suitable for everyone and you should consider your decision in light of your personal financial circumstances, education, knowledge and appetite for risk. The Account is yours and you are responsible for monitoring your Account. We do not accept any liability for monitoring the risk you assume in your Account or for the activities of those third parties to whom you grant trading authority or otherwise grant access to your Account. This brief statement does not disclose all of the risks and other significant aspects of spot OTC Foreign Currency, Precious Metals and CFD trading. In line with the associated risks, you should only trade if you understand the nature of the trading in which you are about to engage and the full extent of your risk exposure and we urge you to analyze your trading objectives, trading capital, investment limitations and tax status.

You understand and agree that we provide order clerks for emergency trading access on a 24-hour basis when the market is open. You further understand and agree that access to telephone trading is restricted to emergency instances when your platform is down and you have no other access to your account through a web enabled or mobile enabled platform. Finally, you also



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understand and agree that access to telephone trading is restricted to offsetting open positions using market orders. Our clerks will not accept contingent orders over the telephone and you may not open new positions over the telephone.

1. No Guarantee of Profit and ability to withstand losses

There is no guarantee of profit from trading through TRADESKA. The value of Your Funds may decrease as well as increase. You acknowledge that no one associated with TRADESKA or an Introducing Broker or representative with whom TRADESKA has a relationship has guaranteed that you will profit from trading. You further confirm that you are able to sustain a total loss of Your Funds should such a loss occur. You understand that margined leveraged spot Foreign Exchange, Precious Metals and CFD trading is highly speculative and involves a significant risk of loss. You confirm you are willing to assume the legal, economic, and other risks associated with trading and that Your Funds are discretionary capital and if Your Funds are lost that the loss would not change your lifestyle. Trading may not be suitable for retirement funds. You are advised to closely manage your Account and to use prudent money management.

2. Effects of Leverage

Leverage can lead to quick losses as well as profits. You agree that a high leverage (a small amount of capital to control a larger amount) can lead to large losses when the market moves against your positions. TRADESKA permits leverage based on account equity size, but it may alter leverage limits for clients classified as Professional in its sole discretion. Leverage limits, margin requirements and temporary leverage limitations are posted on TRADESKA's website www.tradeska.com

3. Over the Counter Liquidity Risk

You acknowledge that you may experience decreased liquidity (a "Thin" market) as a result of external events over which TRADESKA has no control. In Thin markets the bid/ask widens and volatility may increase dramatically (a "Fast" market). Fast markets do not trade in an orderly progression and gaps in bids and offers are to be expected and there may be periods when no bids or offers are available. Our prices will always reflect the liquidity available to us. Exchange traded Contracts are also subject to Fast markets and Thin liquidity and price gaps should be anticipated.



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4. Liquidation Risk and Inadequate Margin

If your Account is under-margined, your open positions may be liquidated in whole or in part. We reserve the right, but are not obligated, to liquidate your Account should your margin not be sufficient to cover the potential risk of loss. Required margin levels are indicated on TRADESKA's trading platforms and you agree that you alone are responsible for monitoring your margin level. If your Account value goes below the Liquidation Level (see our website for the Liquidation Level associated with your particular platform), TRADESKA reserves the right to automatically liquidate all or some of your open positions and you will be responsible for and liable for all resulting losses as a result of such liquidation. We may change the liquidation level in our sole discretion and in accordance with our risk management policies and procedures.

5. Price Risks

TRADESKA expects that the executable prices we stream to you will be in line with the general Inter-bank Market but we do not represent, warrant or covenant, explicitly or implicitly, that this will always be the case.

6. Rollover Risks & Swap Rates Risks

TRADESKA determines its roll and swap rates independently of prices that may be published elsewhere and short-term interest rates can create large spreads in two currency credit/debit differentials. By this Risk Disclosure Statement, you agree that at the close of business on days when the market is open your positions will be automatically rolled to the next available spot settlement day with a net debit or credit to your Account based on TRADESKA's swap (interest) rates. For illustration purposes, if, in an open currency pair, you are long the currency whose spot interest rate is higher than the short counter currency, a net credit is added to your Account value. Conversely, If you are short a currency whose spot interest rate is higher than the counter currency in the pair your Account will reflect a net debit at the end of the day. Positions that must be rolled from Spot Settlement date Friday to Monday will reflect debits/credits for three (3) business days. This will be reflected on your account on Wednesday. Many factors can affect the spread in interest rate differentials and you acknowledge this risk. TRADESKA will publish its rollover rates for the respective spot instruments is offers on its Website or on the trading platforms. TRADESKA reserves the right in its sole discretion to change and/or correct these rates.



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7. Contingent Order Execution Risk

There is no guarantee that TRADESKA will be able to execute your contingent order at the requested price and you acknowledge and accept this risk. Although some contingent orders may be executed at less favorable prices, you are responsible and liable for these trades and TRADESKA is not liable for any failure to execute the trade at your requested price.

8. Technology and Online Trading Risks

You accept the risk associated with trading online through the trading interfaces (platforms) TRADESKA makes available to you. TRADESKA does not guarantee that you will be able to successfully execute orders, manage positions or execute other critical tasks over the Internet via our technology or that of third parties upon whom we rely. Although TRADESKA has taken great care in developing its technology and in choosing its service providers, without limitation we do not guarantee that our technology or that of our service providers will function without fail or without error and we do not accept any responsibility for such failure or errors regardless of the loss or damage you may experience as a result of such failure or error.

9. Negative Balance Protection

The purpose of the Negative Balance Protection is to ensure that, your maximum losses from trading CFDs, including all related costs, will not exceed the sum of your total equity which you will have committed and/or designated to your CFD trading account(s).

A trading account may come into “negative balance”, or in other words, the total losses of the account may exceed the account’s balance, in highly-volatile markets, where extreme market conditions may cause large and sudden price movements and therefore large and sudden losses may occur.

As a Retail Client however, Tradeska shall not seek compensation from you should your account incur a negative balance but would instead credit your account in the amount of the negative balance incurred, so that its actual equity is re-balanced to zero. This will not however relieve Clients from the responsibility to continuously monitor their accounts and to ensure that they are well-margined at all times and Tradeska shall be entitled to take the necessary measures to prevent your account from going negative, especially in the event that it is overexposed.



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Non-Retail Clients (Eligible Counterparties, Per Se Professional and Elective Professional Clients) are not represented by this Protection and remain fully and wholly responsible for immediately repaying TRADESKA the amount of negative equity as may be realized on their respective accounts. Our trading platforms are generally calibrated to liquidate open positions before your Account goes into a negative equity position (i.e. to avoid losses exceeding the net value of Your Funds). In exceptional circumstances however a large and sudden price movement may prevent us from closing out your market position as required and hence to protect against your account registering a negative equity balance. Clients holding multiple accounts will moreover be responsible for covering negative equity positions in individual accounts from equity balances held in other accounts. In such circumstances alone, TRADESKA will be duly authorized to institute these transfers when and wherever necessary to cover any such shortfalls and in so doing TRADESKA will not be held liable for any consequent changes to the Clients' prevailing leverage limits as they may or may not apply to any of their separate accounts, whether in credit or not.

10. Security Code and Online Security Risks

You are solely responsible for maintaining the secrecy and protection of your Security Access Codes and if your Account is compromised as a result of your failure to do so, you are solely liable for any and all damage, loss, expense or cost caused to TRADESKA, any third parties and to yourself. This risk shall apply when TRADESKA discloses your Security Access Codes to a third party at your specific written direction. Do not publish your Security Access Codes to anyone including TRADESKA employees. If you forget or lose your Security Access Codes, or it is disclosed to any unauthorized person or you suspect your Account has been compromised you must change the Security Access Code immediately and notify TRADESKA's compliance department. If you are unable to change the Security Access Code yourself notify TRADESKA's compliance department immediately. Also, if TRADESKA suspects your Account has been compromised we will disable your Account and advise you. We will re-enable your Account only after we are satisfied that your Account is secured. We will email a new Security Access Code to you at your email address in our records. During the period when your Account is disabled you must mitigate any potential or actual damage by placing orders via telephone.



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11. Electronic Communication Facility Failure Risk

You assume the risk that electronic communications may fail and that you will not be able to contact or make contact with TRADESKA as a result. Notwithstanding communication malfunctions, failures, an inflow of telephone orders or any other malfunction or negligence, you acknowledge and agree to hold harmless TRADESKA for any loss or lost trading opportunity resulting from such communication failures or compromises. TRADESKA will make available order clerks by telephone during business hours to accept emergency market orders, but there is no guarantee that your order will be transmitted for execution in a timely fashion during periods of communication malfunctions. Order clerks will not accept orders to open new positions.

12. Erroneous Price Print and Off Market Risk

TRADESKA reserves the right to correct any trades executed at off market prices regardless of whether the price is in your favor or is against you. In such cases, we will notify you of the change in price.

13. Market Information

TRADESKA will publish general market information and recommendations from time to time ("Market Information"). Market Information provided by TRADESKA or its representatives is for informational and educational purposes only and does not constitute investment advice or an offer to buy or sell any Contract or enter into any Transaction. Any action you take in response to such Market Information is your independent action. We disclaim any fiduciary duty to you in this regard and we are not liable for any trading losses as a result of your actions.

14. Business Risk

If TRADESKA should go out of business Your Funds may be at risk. You acknowledge that in the event of insolvency or TRADESKA's sole decision to close its business you must only look to TRADESKA for performance and return of Your Funds. In either event, TRADESKA may liquidate your positions and remit Your Funds, at any time and for any reason, and you agree not hold TRADESKA liable for any loss as a result of such liquidation.



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15. Error Risk Responsibility

It is your responsibility to review all Transactions reported in your account, including but not limited to trades, corrections, debits, credits, conversions, buy/sell error and rollovers. Should you discover an error in your Account, you must report the error in writing to TRADESKA within twenty-four (24) hours including the detailed specifics of the error including all trade identifiers. You may make a verbal report as well, but a written record will be necessary for confirmation.

16. TRADESKA's Limited Liability.

You agree and acknowledge that TRADESKA's liability is limited pursuant to the terms of the Agreement and may be further limited under applicable laws.

You understand and agree that taxes and, or costs may exist that are not imposed by or paid through TRADESKA. The levels and bases of taxation depend on your private circumstances and we recommend that you consult a professional tax or other adviser in regard to these matters as we do not give tax or legal advice.



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