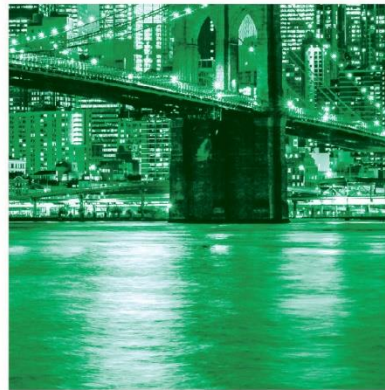


TRUST CAPITAL TC

RISK DISCLOSURE



1. Introduction

Trust Capital TC Ltd (referred to below as “Company”, “we”, “us” or “our”) is a Cyprus Investment Firm authorized and regulated by the Cyprus Securities and Exchange Commission (CySEC) under license number 369/18, incorporated under Cyprus Company Law with Company Registration Number: HE 364353 and with registered office at 23 Olympion Street, Libra Tower, Second Floor Office 202, 3035 Limassol, Cyprus.

This Risk Disclosure and Warnings Notice (“the Notice”) is provided in accordance with the Markets in Financial Instrument Directive (MiFID II) of the European Union and the Investment Services and Activities and Regulated Markets Law of 2017 as subsequently amended from time to time (the “Law”).

All Clients and prospective Clients should read carefully the following risk disclosure and warnings contained in this document. It should be noted however that this document cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in Contract for Differences “CFDs”. This notice was designed to explain in general terms the nature of the risks involved when dealing in CFDs on a fair and non-misleading basis.

The Client should not engage in any investment directly or indirectly in Financial Instruments unless he/she knows and understands the risks involved for each one of the Financial Instruments. The Company will not provide the Client with any investment advice relating to investments or possible transactions in investments or in Financial Instruments or make investment recommendations of any kind. Therefore, prior to applying for a trading account with the Company or placing an order, the Client should consider carefully whether investing in a specific Financial Instrument is suitable for him/her in the light of its circumstances and financial resources. If the Client does not understand the risks involved in trading with margin he/she should seek advice and consultation from an independent financial advisor. If the Client still does not understand the risks involved in trading in any Financial Instruments, he/she should not trade at all.

The Client should acknowledge that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accept that he/she is willing to undertake this risk.

2. Appropriateness Assessment

2.1 When the Company is processing your ‘Account Opening Form’, it will perform an assessment of your appropriateness to trade CFDs. Based on the information that



you provide, the Company will determine if you have sufficient knowledge and experience to understand the risks involved in trading CFDs. You will be informed of the results of our assessment, but this does not relieve you of the need to carefully consider whether to trade CFDs with us. If we warn you that trading CFDs may not be appropriate for you, then you should refrain from trading CFDs until you attain sufficient knowledge and experience. For example, you may trade CFDs on a demo account prior to trading CFDs on a live account and familiarize yourself sufficiently with the relevant risks.

3. Contracts for Differences

3.1 The CFDs available for trading with the Company are non-deliverable transactions giving an opportunity to make profit on price changes of the Underlying Asset (indices, commodities, equities, currencies, precious metals or any other asset according to the Company's discretion from time to time). Notable profit may be achieved from a small movement of the Underlying Asset price in the Client's favor. An equally small adverse market movement however, can not only quickly result in the loss of the Clients' entire deposit, it can also burden the Client with additional commissions and other expenses. Therefore, the Client must not enter into CFDs unless he/she is willing to undertake the risks of losing entirely all the money which he/she has invested and also any additional commissions and other expenses incurred.

3.2 Investing in a Contract for Differences carries risks and the Client should be aware of these as set out above. Transactions in Contracts for Differences may also have a contingent liability and the Client should be aware of the implications of this as set out below under "Contingent Liability Investment Transactions".

4. Off-exchange transactions in Derivative Financial Instruments

4.1 When trading CFDs, the Client effectively enters into an Over the Counter ("OTC") transaction, which means that his orders will be executed outside a Regulated Market (e.g. Licensed European Stock Exchange) or a Multilateral Trading Facility. Moreover, any position opened with the Company cannot be closed with any other entity as the Company is the Counterparty to the Client's Trades. OTC transactions may involve greater risk compared to transactions occurring on recognized exchanges, regulated markets or multilateral trading facilities since there is no central counterparty and as such, your ability to open and/or close trades is dependent on the availability of our trading platform(s).

5. No Delivery

5.1 It is understood that the Client has no rights or obligations in respect of the Underlying Assets relating to the CFDs he/she is trading. There is no physical delivery of the underlying asset of the CFDs you are trading, and you have no rights in the underlying instrument (such as voting rights in case you are trading CFDs on shares).

6. Volatility

6.1 Some Derivative Financial Instruments trade within wide intraday ranges with volatile price movements. Therefore, the Client must carefully consider that there is a high risk of losses as well as profits. The price of Derivative Financial Instruments is derived from the price of the Underlying Asset in which the Derivative Financial Instruments refer to. Derivative Financial Instruments and related Underlying Markets can be highly volatile. The prices of Derivative Financial Instruments and the Underlying Asset may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or the Company. Under certain market conditions it may be impossible for a Client's order to be executed at declared prices and we may be therefore unable to execute your instructions at the requested price. In addition, if prices move against you, this will have a direct and real time impact on your trades, which may be automatically stopped-out. It is possible that all your trades will be stopped-out; not only the ones that are loss making. The prices of Derivative Financial Instruments and the Underlying Asset will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market place.

7. Prices and Costs

7.1 The prices generated by our trading platform(s) are derived from the prices of the relevant underlying instruments, which the Company obtains from third party liquidity/ price providers. The prices of CFDs that you trade with us include a mark-up; this means that the spreads offered by us comprise of (i) the raw spreads received from liquidity/ price provider(s) and (ii) a mark- up (where applicable).

7.2 Trading certain CFDs may also incur an additional commission and/or other fees; these instances are described in detail in the Fee Disclosure section of your Account Opening Documents. For all type of CFDs offered by the Company, the commission and financing/overnight fees (if applicable) are not incorporated into the Company's quoted prices and are instead charged explicitly to the Client Account(s). In the case of financing/ overnight fees, the value of opened positions in some types of financial instruments is increased or reduced by a daily financing fee 'swap' throughout the life of the trade. The financing fees are based on prevailing market interest rates.

From Mondays to Thursdays swap is charged once for every business day and on Fridays swap is charged in triple size in order to account for the weekend; details of daily financing/ overnight fees applied, if any, are available in our Website.

- 7.3 The Company acts as matched principal when executing Client trades and the Company makes no profit or loss from the losses of its clients other than the disclosed commission, fees and/or charges for the transaction.
- 7.4 You should not fund your Account using money obtained from any credit facility (including bank loan or otherwise). You should understand that your overall risks will be significantly increased. For instance, if you incur a loss on your trades, you will still have to repay any amount borrowed plus any interest or other costs. Therefore, you should never finance any trades on such borrowed money and you should never rely on being able to profit on any trade, to repay such amounts.

8. Leverage and Gearing, Required Margin and Stop-Out Levels

The amount of initial margin required to trade with CFDs may be small relative to the value of the trade that you can open because the transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit; this may work against or in favor of the Client. The Client may sustain a total loss of initial Margin funds and any additional funds deposited with the Company to maintain his position. If the market moves against the Client's position and/or Margin requirements are increased, the Client may be called upon to deposit additional funds on short notice to maintain his position. Failing to comply with a request for a deposit of additional Funds may result in closure of his position(s) by the Company on his behalf and he will be liable for any resulting loss.

- 8.1 During the account opening process the default leverage is set at 1:30 subject to the underlying instrument volatility for clients that pass the appropriateness test. You reserve the right to request a higher leverage, but this will be at the discretion of the Company and subject to the Client's appropriateness assessment.
- 8.2 It is your responsibility to monitor the required margin of your open positions and to fund your Account in a timely manner in order to avoid a stop-out of your open positions.
- 8.3 For further information, please refer to the 'Margin and Leverage' section of the 'Order Execution Policy'.

9. Foreign Exchange and Other Related Risks

- 9.1 You will be impacted by foreign exchange movements if you are trading in a product

that is denominated in a currency other than the currency of your Account. Any currency conversion calculations are provided by the Company to the Client in the currency in which the Client account is denominated and the currency of the relevant CFD, using the cross-spot rate.

9.2 Your capacity to trade CFDs may also be affected because of changes in the legal, regulatory, taxation environment and/or other.

10. Technical Risks

10.1 We try to generate prices continuously and provide you with access* to our trading platforms throughout the trading sessions as indicated on our Website. However, there are instances where this is not possible; for example, instances of poor telecommunication/ internet connectivity, system errors and outages and/or other factors. The above may cause prices to change between the time an order is placed and the time the order has been received by the Company. In addition, these technical risks may significantly impact the execution of your orders.

* Access to our trading platforms includes access via mobile applications.

11. Client Money

11.1 If you are categorized as a retail client, any money that we hold on your behalf will be kept in one or more segregated accounts with an institution within or outside the European Economic Area ('EEA'), separated from the Company's money. The Client Money will be pooled with money belonging to other Clients (the 'Omnibus Account'); therefore, an individual Client will not have a claim against a specific sum in a specific account, in the event of insolvency. A Client's claim may be against the Client Money in the Omnibus Account. In general, accounts held with institutions, including omnibus account(s), face various risks, including the potential risk of being treated as one (1) account in case the institution defaults. Under such circumstances, the enforcement of the national deposit guarantee scheme may be applied without consideration of the ultimate beneficial owners of the Omnibus Account. Another risk might be that the funds in the Omnibus Account may be exposed to obligations of the Company connected with the positions of other Clients in case the Company is unable to meet its obligations towards them. In the event that the solvency of the institution that the Company utilizes to keep Client Money is partially or fully compromised, any loss shall be borne by you not us. In the event that any such institution defaults, the Client shall have no redress against the Company.

12. Investors Compensation Fund

12.1 The Company participates in the Investors Compensation Fund for clients of Investment Firms regulated in the Republic of Cyprus. Certain clients will be entitled

to compensation under the Investors Compensation Fund where the Company is or becomes unable to meet its obligations. Compensation shall not exceed twenty thousand Euro (EUR 20.000) for each entitled Client. For more details please refer to the "Investors Compensation Fund" which can be found on our website.

13. Advice and Recommendations

13.1 When placing Orders with the Company, the Company will not advise the Client about the merits of a particular Transaction or give him/her any form of investment advice. The Client acknowledges that the Services do not include the provision of investment advice in CFDs or their Underlying Markets. The Client alone will enter into Transactions and take relevant decisions based on his/her own judgement. In asking the Company to enter into any Transaction, the Client represents that he/she has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He/she represents that he/she has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. The Company gives no guarantee as to the suitability to the Customer of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

13.2 The Company does not provide investment, financial, legal, tax, regulatory or other advice relating to investments or trading CFDs. Any material or information or other features, which may be provided to you through our Website, trading platforms, marketing or training events or otherwise, is generic and shall not be treated as advice appropriate for you or based on a consideration of your personal circumstances. You should seek independent professional advice from a suitably qualified advisor, if necessary, prior to engaging in trading CFD with us

13.3 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:

- a) the Company will not be responsible for such information;
- b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
- c) this information is provided solely to enable the Client to make his/her own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;

- d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he/she will not pass it on to any such person or category of persons;
- e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he/she will receive such information at the same time as other clients.

13.4 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

14. Past Performance

14.1 Past Performance of a CFD does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Underlying Financial Instruments to which the said information refers.

15. Contingent Liability Investment Transactions

15.1 Contingent liability investment transactions, which are margined, require the Client to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. The Margin requirement will depend on the underlying asset of the Financial Instrument. Margin requirements can be fixed or calculated from the current price of the underlying instrument and it can be found on the Company's Website or on the Trading Platform in Contract Specification.

15.2 If the Client trades Contracts for Differences, he may sustain a total loss of the funds he has deposited to open and maintain a position. If the market moves against the Client, he may be called upon to pay substantial additional funds at short notice to maintain the position. If the Client fails to do so within the time required, his position may be liquidated at a loss and he will be responsible for the resulting deficit. It is noted that the Company will notify the Client for any Margin Call through a standard Margin Call Notification.

15.3 Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when the Client entered the contract.

15.4 Contingent liability investment transactions, which are not traded on or under the rules of a recognized or designated investment exchange, may expose the Client to substantially greater risks.

16. Slippage

16.1 Slippage is the difference between the expected price of a Transaction in a CFD, and the price that the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example, due to news events) making an Order at a specific price impossible to execute when market orders are used, and also when large Orders are executed at times where there is not enough interest at the desired price level to maintain the expected price of trade.

17. No Guarantees of Profit

17.1 The Company provides no guarantees of profit nor of avoiding losses when trading. The Customer does not receive such guarantees from the Company or from any of its representatives. The Customer is aware of the risks inherent in trading and is financially able to bear such risks and withstand any losses incurred.

18. ADDITIONAL INFORMATION

18.1 Should you require any further information and/or have any questions about the Risk inherent in CFDs or this Risk Disclosure, please direct your requests and questions to us by email: backoffice@trustcapitaltc.com.