

## GENERAL RISK DISCLOSURE

### PART 4 – FORCE MAJEURE, REGULATORY, TAX, NEGATIVE BALANCE PROTECTION & CLIENT ACKNOWLEDGEMENT

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## 36. FORCE MAJEURE RISKS

36.1 Financial markets may be affected by events beyond the Company's control.

36.2 Such events may include:

- Natural disasters;
- Earthquakes;
- Floods;
- Fires;
- Pandemics;
- Wars;
- Civil unrest;
- Terrorist attacks;
- Government actions;
- Regulatory interventions;
- Exchange suspensions;
- Power outages;
- Communication failures.

36.3 During Force Majeure Events the Company may:

- Suspend trading;
- Restrict account access;
- Amend trading conditions;
- Close positions where necessary;
- Adjust leverage and margin requirements.

36.4 The Company shall not be liable for losses resulting from Force Majeure Events.

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## 37. REGULATORY RISKS

37.1 Regulatory changes may affect trading activities.

37.2 Governments and regulatory authorities may:

- Introduce new restrictions;
- Ban certain products;
- Restrict leverage;

- Modify reporting obligations.

37.3 Regulatory developments may adversely impact open positions and account operations.

37.4 The Company reserves the right to implement regulatory changes immediately where required.

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## **38. LEGAL RISKS**

38.1 The legality of financial products may vary between jurisdictions.

38.2 Clients are responsible for ensuring compliance with laws applicable to them.

38.3 The Company accepts no responsibility for violations of local laws by Clients.

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## **39. TAX RISKS**

39.1 Trading activities may have tax consequences.

39.2 Tax treatment varies according to:

- Country of residence;
- Citizenship;
- Individual circumstances.

39.3 The Company does not provide tax advice.

39.4 Clients should seek independent professional advice regarding tax obligations.

39.5 The Client remains solely responsible for reporting and paying taxes arising from trading activities.

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## **40. CONFLICT OF INTEREST RISKS**

40.1 Conflicts of interest may arise during the provision of trading services.

40.2 The Company maintains policies designed to identify and manage conflicts of interest.

40.3 Despite such measures, conflicts may still occur.

40.4 Clients acknowledge and accept such risks.

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## **41. EXECUTION RISKS**

41.1 Orders may not always execute at requested prices.

41.2 Market conditions may result in:

- Delayed execution;
- Partial execution;
- Rejections;
- Slippage.

41.3 Stop Loss and Take Profit orders are not guaranteed.

41.4 The Client acknowledges risks associated with market execution.

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## **42. PRICE FEED RISKS**

42.1 Pricing information is derived from external liquidity providers and market data sources.

42.2 Temporary inaccuracies or interruptions may occur.

42.3 The Company reserves the right to correct pricing errors where necessary.

42.4 Transactions executed on manifestly erroneous prices may be adjusted or cancelled.

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## **43. NEGATIVE BALANCE PROTECTION LIMITATIONS**

43.1 The Company aims to provide Negative Balance Protection under normal market conditions.

43.2 Negative Balance Protection does not eliminate trading risk.

43.3 Exceptional circumstances may impact the effectiveness of such protection.

43.4 Such circumstances may include:

- Extreme market gaps;
- Flash crashes;
- Liquidity failures;
- Force Majeure Events.

43.5 The Company reserves the right to review account balances following extraordinary market conditions.

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## **44. NO GUARANTEE OF PROFITS**

44.1 The Company does not guarantee:

- Profits;
- Returns;
- Investment performance.

44.2 No employee, affiliate, introducing broker, money manager or representative may guarantee profits on behalf of the Company.

44.3 Any promise of guaranteed returns should be treated with caution and reported immediately.

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## **45. LOSS OF CAPITAL**

45.1 The Client acknowledges that trading leveraged financial products may result in:

- Partial loss of capital;
- Substantial loss of capital;
- Total loss of capital.

45.2 The Client should only trade with funds they can afford to lose.

45.3 Borrowed funds should not be used for speculative trading purposes.

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## **46. SUITABILITY OF TRADING**

46.1 Leveraged trading is not suitable for every investor.

46.2 Prior to trading, Clients should carefully consider:

- Financial resources;
- Investment objectives;
- Trading experience;
- Risk tolerance.

46.3 Independent financial advice should be sought where appropriate.

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## **47. CLIENT ACKNOWLEDGEMENT**

By opening and maintaining an account with Xstream Markets Ltd, the Client acknowledges that:

a) They have read and understood this Risk Disclosure Statement;

- b) They understand the risks associated with Forex and CFD trading;
  - c) They understand the risks associated with leverage up to 1:1000;
  - d) They understand the risks associated with Copy Trading, PAMM and MAM services;
  - e) They accept full responsibility for all trading decisions;
  - f) They understand that losses may exceed expectations and may occur rapidly.
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## **48. IMPORTANT RISK WARNING**

**CFDs and Foreign Exchange (FX) traded on margin carry a high degree of risk and may not be suitable for all investors.**

**Investors should ensure they fully understand the risks associated with leveraged CFD and FX trading before deciding to trade because they may lose some or all invested capital.**

**Investors may choose to seek independent advice and should not risk more than they are prepared to lose.**

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## **49. COMPANY DETAILS**

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**END OF GENERAL RISK DISCLOSURE**

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