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Risk Disclosure



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Introduction

Trade Tide Ltd (hereinafter referred to as the “**Company**”), is incorporated and registered in Comoros Union, with registration No. HT00324038. The Company’s registered address is located at Bonovo Road, Fomboni, Island of Moheli, Comoros Union. The Company is authorized and regulated by the Mwali International Services Authority as an International Brokerage and Clearing House with license number BFX2024065.

This Risk Disclosure and Warning Notice (the “**Notice**”) is being provided to all current and potential clients (referred to as “**Client**” or “**prospective Client**”) by the Company.

Before you proceed with opening a Trading Account or engaging in trading activities with us, we urge all clients and prospective clients to carefully review this Notice. It is important to note that this document does not encompass all the potential risks or significant factors related to trading the Financial Instruments offered by the Company. Its primary purpose is to give a general overview of the risks involved in trading Financial Instruments in a clear and transparent manner.

The Company facilitates Client Orders for a variety of Financial Instruments, such as Contracts for Differences (CFDs) on stocks, commodities, indices, and currency pairs (FX), among others.

Third Party Risks

The Company will promptly deposit any Client funds it receives into one or more segregated accounts (referred to as “**client accounts**”) with financial institutions, such as banks or any other electronic credit institutions. While the Company will exercise reasonable care and diligence in selecting these financial institutions in accordance with applicable regulations, it is understood that certain circumstances, beyond the Company’s control, may arise. As such, the Company does not accept liability for any losses incurred by the Client due to the insolvency, or any other similar proceedings or failures, of the financial institution holding the Client’s funds.

It is important to recognize that the legal and regulatory framework governing such financial institutions may differ from that of the Client’s home country. Therefore, in the event of insolvency or any similar event affecting the financial institution, the treatment of the Client’s funds may not align with how they would be handled if held in a segregated account in the Client’s home country.

Furthermore, the financial institution where the Company deposits Client funds may hold them in an omnibus account. As a result, if the financial institution faces insolvency or other similar proceedings, the Company may only have an unsecured claim against that institution on behalf of the Client. In such cases, the Client risks the possibility that the funds recovered from the financial institution may not be sufficient to cover the Client’s claims.

Foreign Currency

If a financial instrument is traded in a currency other than the currency of the Client’s country of residence or Trading Account, fluctuations in exchange rates could negatively influence its value, price, and performance, potentially causing losses for the Client.

Insolvency

If the Company faces insolvency or default, the Client’s open positions may be liquidated without their approval, which could lead to financial losses for the Client.

Communication between the Client and the Company

The Client accepts responsibility for any financial losses resulting from delays or failure to receive notices from the Company.

The Client understands that unencrypted communication sent via email is susceptible to unauthorized access. The Company will not be held liable for any unauthorized access to information, including email addresses, communications, or personal data, that may occur during transmission over the internet, network systems, telephone lines, or other electronic methods.

The Client assumes full responsibility for any risks associated with undelivered internal messages from the Company's Online Trading System, as such messages are automatically erased after a period of three (3) calendar days.

Technical Risks

If the failures, malfunctions, interruptions, disconnections, or malicious actions affecting information, communication, electricity, electronic, or other systems are not the result of the Company's wilful misconduct or gross negligence, the Client is liable for any monetary losses.

The client runs the risk of experiencing server outages, communication line issues, hardware malfunctions, software problems, and internet disturbances when transacting via an electronic system. Orders may not be carried out as directed or at all because of such failures. Losses from these problems are not the Company's responsibility unless they are the consequence of purposeful misbehavior or egregious carelessness on the part of the Company. Although the company works hard to guarantee a safe and dependable online experience, it is aware that outside threats like hacking could cause service interruptions. If the company has taken reasonable precautions to avoid such assaults, it is not liable for any losses that occur from them. The Client understands that information sent via unencrypted email is vulnerable to unauthorized access.

During periods of high trading activity, the Client might experience difficulties connecting via phone or the Company's Platform(s)/system(s), particularly in fast-moving markets (e.g., during significant economic announcements).

The Client may have trouble connecting over the phone or through the Company's Platform(s) or system(s) during times of strong trading activity, especially in markets that move quickly (such as during important economic announcements). The client is also aware that access to the company's websites and/or trading platform(s)/system(s) may be impacted by internet-related problems, including disruptions, transmission blackouts, hardware or software malfunctions, disconnections, power outages, or hacker attacks. As long as these problems are not the result of the Company's wilful misconduct or gross negligence, the Company is not responsible for any losses or damages brought on by events beyond its control, such as any loss of profit or other costs resulting from the Client's inability to access the Company's Website and/or Trading System or from delays or failures in sending orders or transactions.

The following risks are assumed by the client when using computer equipment and communication networks, and the company is not responsible for them:

- Power outages that impact the equipment of the client or their provider, or a communication operator.
- Communication channels between the client and the supplier, or the trading or information server, may be physically damaged or destroyed.

- Communication channels utilized by the client, the supplier, or the communication operator may be of poor quality or unavailable.
- Untimely updates or incorrect or non-compliant Client Terminal settings.
- Risks related to software, hardware, and communication systems that could prevent messages from being received from the company.
- The Trading Platform's malfunctions or inability to perform, includes the Client Terminal.

Any financial losses caused by these risks are the Client's responsibility, and the Company disclaims all obligation for them, with the exception of situations in which the Company has engaged in deliberate misconduct or egregious negligence.

Trading Platform

The client is informed that there is a chance of financial loss when trading on an electronic trading platform for a number of reasons, including but not limited to:

- Failures of the Client's devices, software, or poor connection quality.
- Hardware or software malfunctions, breakdowns, or abuses by the client or the company.
- The client's equipment is not operating at a satisfactory level.
- The client's terminal is not set up correctly.
- Updates to the client's terminal are delayed.
- The client understands that there can only be one instruction in the queue at once. A "orders is locked" warning will appear until the first instruction is handled, and any further instructions provided after that will be disregarded.
- It is acknowledged that sporadic outages in the connection between the client terminal and the company's server could prevent certain quotes from getting to the client terminal.
- The Client understands that any instructions that have already been transmitted to the server will not be cancelled by closing the order placement/deletion window or the position opening/closing window.
- Multiple orders from the same Trading Account cannot be completed at the same time; orders are performed sequentially while in the queue.
- The client understands that an order cannot be cancelled by closing it.
- The client assumes the risk of completing two transactions rather than one if they want to repeat an order after not receiving the outcome of the first one because of Force Majeure Events.
- The client is also aware that only changes to the Stop Loss and/or Take Profit levels on the position started when the pending order was triggered will be executed if the client submits an instruction to change the level of a pending order in a CFD after it has been executed.

Force Majeure Events

In the event of a Force Majeure Event, the Company may be unable to execute Client Orders or fulfill its obligations under the Client Agreement. Consequently, the Client may incur financial losses.

As outlined in the Client Agreement, the Company will not be liable for any loss or damage resulting from failures, interruptions, or delays in fulfilling its obligations if these are caused by a Force Majeure Event.

Abnormal Market Conditions

The client understands that orders may be delayed, executed at prices that differ from what was stated, or not completed at all during abnormal market conditions.

Rapid price swings, large price increases or decreases in a single trading session that result in trading suspensions or restrictions by the relevant exchange, a lack of liquidity, or disruptions at the beginning of trading sessions are examples of abnormal market conditions.

RISKS ASSOCIATED WITH COMPLEX FINANCIAL INSTRUMENTS (CFDS)

Trading CFDs carries a high risk and can put the client's money at risk, especially if it's done for speculation. CFDs are complicated, high-risk financial instruments that have the potential to cause clients to lose all of their money. Not every investor should use them.

Market conditions, currency fluctuations, economic shifts, political developments, and company hazards are some of the variables that affect clients' investment decisions; these elements do not ensure profitability.

The client understands and agrees without prejudice that the value of investments in financial instruments may change both positively and negatively, regardless of any general information the company may provide. The client is willing to take on the significant risk of suffering losses and damages as a result of purchasing or selling any financial instrument.

An outline of the primary risks and important elements of trading CFDs may be found below:

i. CFD Trading Risks

Since trading CFDs is quite risky and speculative, it is not appropriate for everyone. It is solely meant for the investors who:

- Recognize and are prepared to assume the associated legal, financial, and other risks.
- Given their own financial circumstances, assets, way of life, and commitments, they are able to withstand the possible loss of their entire investment.
- Have the expertise to understand trading in CFDs and the underlying markets and assets.

ii. No Advisory Services Provided

Even if the client requests it, the company does not provide investment recommendations or advise about CFDs, underlying assets, or markets. Although third-party tools and information may be provided by the Company "as is" (without endorsement or approval), they may reveal trading trends or possibilities. The client understands that utilizing such third-party data or resources could lead to losses or a decline in the value of their assets. The business disclaims all responsibility for any damages brought on by decisions made using data or tools from third parties.

iii. Understanding Derivative Instruments

The prices of underlying assets or markets (such as currencies, equities indexes, stocks, commodities, futures, forwards, etc) determine the value of CFDs, which are derivative products. Because changes in these prices will affect the profitability of their trades, it is imperative that the client comprehends the risks related to the relevant underlying asset or market.

iv. Historical Performance Not Indicative

Future success is not guaranteed by the past performance of CFDs, underlying assets, or markets. It is not advisable to use historical data as a reliable indicator of how CFDs or associated assets will perform in the future.

v. Volatility:

Financial instruments are susceptible to volatility movements and large intraday price swings. The considerable risk of losses linked to such volatility should be understood by the client. A financial instrument's price is correlated with the underlying asset's price, which is subject to significant volatility. Because neither the client nor the company can control unanticipated occurrences or changing market conditions, prices may fluctuate quickly and without warning.

Executing a client order at the stated price may not be feasible in some market conditions, which could result in losses. Changes in supply and demand, trade and governmental regulations, political and economic developments, and market mood can all have an impact on prices.

vi. Liquidity:

The capacity to swiftly turn assets into cash without materially altering their value is known as liquidity risk. The client understands that certain of the company's underlying products may be illiquid by nature or may have liquidity issues as a result of unfavorable market circumstances. In contrast to more liquid markets, illiquid assets can show higher price volatility and wider differences between ASK and BID prices. This may have an impact on the cost of the company's derivative products.

vii. Off-Exchange Transactions:

CFDs provided by the Company are traded over-the-counter (OTC) rather than on an exchange. The Company establishes trading conditions and is responsible for upholding the Client Agreement as well as for ensuring optimal execution and fairness. Orders placed via our trading platform cannot be transferred; they can only be executed with the company.

Because there is no centralized market for settling positions, off-exchange markets, although occasionally liquid, might carry greater risks than on-exchange derivatives. Since dealers set prices and they are not posted on an exchange, it could be challenging to liquidate positions, evaluate their worth, or establish fair prices.

The company's online trading system does not provide the same level of protection and does not function as a recognized exchange or multilateral trading facility.

viii. No Clearing House Protection:

Exchange and clearing house protections do not apply to transactions involving the Company's Financial Instruments.

ix. No Delivery:

Regarding the underlying assets or instruments associated with the CFDs being traded, the client has neither rights nor duties. The underlying asset in question is not being delivered.

x. Suspensions of Trading:

Liquidating a position might be difficult or impossible in some situations, particularly when there are sharp price swings or when trading is prohibited or restricted by exchange regulations.

Since market conditions can prohibit a stop loss order from being executed at the given price, it may not always restrict losses to the desired amount. A stop loss order may be executed at a lower price than planned in erratic markets, increasing losses.

xi. Slippage:

The term "slippage" describes the discrepancy between a CFD transaction's estimated and actual execution prices. It frequently happens when there is a lot of volatility (for example, because of news events) or when big orders are made without enough interest at the target price level, which makes it challenging to execute the trade at the anticipated price.

INFORMATION ON RISKS SPECIFICALLY ASSOCIATED WITH CFDs:

Non-deliverable transactions known as CFDs are provided by the company and give the client the opportunity to profit from changes in the underlying assets, which may include equities, currencies, commodities, precious metals, or other assets as decided by the company. Adverse price changes can cause large losses, sometimes wiping out the entire deposit and resulting in more charges and costs, but positive moves in the underlying asset may yield huge profits. As a result, the client should only trade CFDs if they are willing to assume the risk of losing their entire investment plus any associated expenses.

The client must be aware of the dangers involved in investing in CFDs. As explained in point iv below, the client should be informed of the implications of any contingent liabilities that may be involved in CFD transactions.

i. Leverage and Gearing:

The client must keep a margin, usually a little portion of the entire contract value, in order to make a CFD order. This entails trading with "leverage" or "gearing," which means that even slight changes in the market can cause disproportionately big shifts in the client's position value, either increasing gains or making losses worse.

In order to meet the margin requirements for open trades, the client must always retain enough equity, accounting for all current gains and losses. The client could have to make an urgent deposit of more money to maintain their account open if the market swings against their position and/or margin requirements rise. The Company may close the Client's positions on their behalf if the desired additional monies are not provided.

Because leverage and gearing can speed up gains and losses, it is imperative that you keep a careful eye on your positions. While transactions are open, the client must actively manage their trades and make sure they can keep an eye on their positions.

ii. Margin:

The client understands and agrees that the value of CFDs can change dramatically, thereby making the investment worthless, regardless of any information the company may offer. Because the margining system only demands a small deposit in relation to the whole contract value, this risk is inherent. As a result, the client's trade may be disproportionately affected by even a slight change in the underlying market. Adverse market movements can swiftly result in the loss of the entire deposit and expose the client to considerable additional losses, while favorable market movements can provide substantial profits.

According to the conditions outlined in the Client Agreement, which is accessible on the company's website, the company may modify its margin requirements.

iii. Contingent Liability Investment Transactions:

Potential responsibilities that the client might have due to circumstances outside of anyone's control or expectations are known as contingent liabilities. For example, the Client may be obliged to pay the amount occurred by the losses if excessive volatility in the underlying instrument causes losses that are greater than the Client's account balance with the Company (i.e., a negative balance).

iv. Risk-Reducing Orders or Strategies:

The company provides certain orders to help restrict any losses, such as "stop-limit" orders or "stop-loss" orders (where allowed by local legislation). These orders might not always work, though, especially in unfavorable market circumstances like limited liquidity. The execution time and price at which an order is filled are determined by market conditions, even if the company makes every effort to fulfill these orders fairly and quickly. Before the order is carried out, the market may move far from the stop level, and the price may fluctuate quickly in fast-moving markets.

Furthermore, the risks associated with using simple "long" or "short" positions are comparable to those of using techniques that combine positions, such as "spreads" and "straddles." Consequently, the prevention of losses cannot be ensured by Stop-Limit and Stop-Loss orders.

v. Swap Values

There will be applicable swap charges if a client keeps positions overnight. According to the terms of the Company's Agreement, the Client accepts the swap values, which are specified on the Company's website, when registering for an account.

Interest rate levels and the company's cost for holding an open position overnight are the key factors influencing swap rates. The client will be informed of any changes to the swap rates for each CFD via the company's website. The company retains the right to make these adjustments at any time. Before placing any orders, the client is in charge of routinely reviewing the CFD parameters on the business's website to stay current on swap values.

vi. Advice and Recommendations

The company does not offer investment advice or counsel on the merits of particular transactions. Investment advice pertaining to CFDs or the underlying markets and assets is not included in the services offered. Based on their own discretion, the client is in charge of independently determining and evaluating any transactions. The Client attests that they have carried out their own comprehensive assessment and research of the related risks by asking the Company to complete a transaction. Additionally, the client certifies that they have the expertise, market acumen, and

information necessary to assess the risks and benefits of any given transaction. The business assumes no fiduciary duty to the client and makes no guarantees regarding the appropriateness of the traded goods.

Regarding any transaction, the Company is under no obligation to offer legal, tax, or other advice services. If the client is worried about possible tax liabilities, they should consult an independent expert. The client is advised that tax regulations are subject to change.

Through newsletters, its website, the trading platform, or other channels, the company may, at its discretion and from time to time, give the client news, information, market commentary, or other pertinent material. Such material is offered on a non-service basis, nonetheless. In these situations:

- The Company disclaims all liability for the information supplied.
- The Company makes no promises, guarantees, or representations about the completeness, accuracy, or correctness of the material or about the tax or legal ramifications of any related activities.
- This information does not constitute unsolicited financial advertising or investment advice; rather, it is meant to help the client make their own investing decisions.
- The client agrees not to share the material with any restricted individuals or groups of individuals if it has any restrictions on its intended audience or dissemination.
- The Client understands that the company cannot guarantee that the client will receive the information at the same time as other clients since it may have taken action before it was distributed.

The news, market commentary, and other material provided by the company could change or be removed at any time without warning.

vii. No Guarantees of Profit

Profits or protection from losses in the trading of financial instruments are not guaranteed by the company. It cannot guarantee future trading account performance, set performance targets, or guarantee the success or profitability of the client's investment choices or plans. The client agrees that neither the company nor its agents have made any such promises. The client is financially equipped to manage the risks and possible losses associated with trading financial instruments since they are aware of the underlying dangers. The client acknowledges and agrees that there may be other hazards in addition to those listed.

Charges and Taxes

There may be a number of fees associated with the Company providing services to the Client; they are listed on the Company's website. The client should study all relevant fees, commissions, and charges before beginning trading. It is the client's obligation to keep up with any modifications or updates to these fees.

The client should make sure they are aware of the possible financial implications of any fees that are expressed as percentages or formulas rather than set monetary amounts.

In line with the Client Agreement that is posted on the company's website, the company maintains the right to modify its fees and charges at any time.

The client should be informed that due to changes in laws or individual circumstances, their trades may be subject to taxes or other penalties. The company does not offer tax advice and cannot guarantee that no taxes or tariffs will be imposed. For any tax-related inquiries, clients are advised to speak with a licensed tax expert.

Any taxes or duties resulting from these trades are the client's responsibility.

Please be aware that legislation and tax rates are subject to change at any time.

The Company shall deduct the appropriate sums from payments owed to the Client as required by tax authorities, if required by law.

There may be additional expenses, such as taxes associated with transactions on the trading platform. The Company may take taxes out of the Client's Trading Account as required by law, but the Client is still in charge of accounting for these taxes. The client agrees that any such tax deductions may be deducted from the monies in their trading account by the company.

The company's terms and conditions govern the setting of its CFD trading prices, which may vary from those seen elsewhere. Prior to an order being placed, the prices shown on the Trading Platform represent the most recent price that is available. However, based on the client agreement, the actual execution price could differ. As a result, the price at which the client initiates or terminates a position might not exactly correspond to current market values or the rates provided by outside brokers or suppliers.