



Risk Disclosure and Warnings Notice Policy

Last Updated: March 2025

1. Introduction

1.1. This Risk Disclosure and Warning Notice ("**Notice**") is provided to you (our Client and prospective Client) by YWO (CM) Ltd (the "**Company**", "**we**"), operating under the brand name "**YWO**".

1.2. All Clients and prospective Clients should read carefully the following risk disclosures and warnings contained in this Notice, before applying to the Company for a Trading Account and before they begin to trade with the Company. However, it is noted that this document cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in the Financial Instruments offered by the Company. This notice was designed to explain in general terms the nature of the risks involved when dealing in Financial Instruments on a fair and non-misleading basis.

1.3. The Company executes Client Orders in relation to the following Financial Instruments: Contracts for Differences ("**CFDs**") in stocks, commodities, indices and currency pairs (FX), etc.

Charges and Taxes

2.1. The provision of services by the Company to the Client may be subject to fees, available on the Company's website. Before the Client begins to trade, they should obtain details of all fees, commissions, and charges for which they may be liable. It is the Client's responsibility to check for any changes in the charges.

2.2. If any charges are not expressed in monetary terms (but, for example, as a percentage or formula), the Client should ensure that they understand what such charges are likely to amount to.

2.3. The Company may change its costs and associated charges at any time, according to the provisions of the Client Agreement found on the Company's website.

2.4. There is a risk that the Client's trades in any financial instruments may be or become subject to tax and/or any other duty, for example, due to changes in legislation or their personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Company does not offer tax advice and recommends that the Client seek advice from a competent tax professional if they have any questions.

2.5. The Client is responsible for any taxes and/or any other duty which may accrue in respect of their trades.

2.6. It is noted that taxes are subject to change without notice.

2.7. If required by applicable law, the Company shall deduct at source from any payments due to the Client such amounts as are required by the tax authorities in accordance with applicable law.

2.8. It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which the Client is liable and which are neither paid via us nor imposed by the Company. The Client agrees that the Company may deduct tax, as may be required by applicable law, with respect to their trading activity on the Trading Platform. The Company has a right of set-off against any amounts in the Client's Trading Account with respect to such tax deductions.

2.9. It is noted that the Company's prices in relation to CFDs trading are set/quoted in accordance with the Company's Execution Policy. The prices displayed on the Company's

Trading Platform reflect the last known available price prior to placing any order; however, the actual execution price may differ, in accordance with the Company's Execution Policy and Client Agreement. As such, the price the Client receives when they open or close a position may not directly correspond to real-time market levels.

3. Third-Party Risks

3.1. The Company will promptly place any Client money it receives into one or more segregated accounts with financial institutions such as a credit institution or a bank. Although the Company shall exercise due skill, care, and diligence in the selection of the financial institution according to applicable regulations, there are circumstances beyond the control of the Company, and it does not accept any liability for losses resulting from the insolvency or failure of such institutions.

3.2. The legal and regulatory regime applying to any such financial institution may differ from that of the Client's home country. In the event of insolvency, the Client's money may be treated differently than it would be in their home country.

3.3. The financial institution to which the Company will pass Client money may hold it in an omnibus account. In the event of insolvency, the Company may only have an unsecured claim on behalf of the Client, and the Client may be at risk of financial loss.

4. Insolvency

4.1. The Company's insolvency or default may lead to Client open positions being closed out without the Client's consent, potentially resulting in losses.

5. Technical Risks

5.1. The Client is responsible for financial losses caused by failure, malfunction, interruption, disconnection, or malicious actions of information, communication, electricity, electronic, or other systems, except where caused by the Company's gross negligence or wilful default.

5.2. The Client acknowledges that electronic trading systems are subject to risks, including hardware and software failures, internet disruptions, and hacking attacks. The Company takes reasonable measures to protect against such risks but does not accept liability for losses caused by external factors beyond its control.

5.3. The Client acknowledges that unencrypted information transmitted via email is not protected from unauthorized access.

5.4. During periods of excessive deal flow, the Client may experience difficulties connecting to the trading platform.

5.5. The internet may be subject to events affecting access to the Company's trading platform, including transmission blackouts, hardware and software failures, and hacker attacks. The Company is not responsible for losses resulting from such events beyond its reasonable control.

5.6. The Client bears risks related to power cuts, communication failures, incorrect software settings, and delayed updates of their trading terminal, for which the Company is not liable.

6. Trading Platform

6.1. The Client assumes the risk of financial loss due to:

- Failure of their devices, software, or internet connection.

- Malfunction or misuse of the Company's or Client's hardware or software.
- Improper settings or updates of the Client's trading terminal.

6.2. Only one instruction is allowed in the queue at a time. Further instructions are ignored until the first one is executed.

6.3. The connection between the Client Terminal and the Company's server may be disrupted, affecting quote availability.

6.4. Once an instruction has been sent to the server, it cannot be cancelled by simply closing the order window.

6.5. Orders may be executed one at a time. Multiple simultaneous orders from the same account may not be executed.

6.6. If a pending order has been executed and the Client sends a modification request, only changes to stop-loss and take-profit levels will be processed.

This Notice does not disclose all risks and significant aspects of trading. Clients should ensure they fully understand the nature of the risks before engaging in trading activities.