Risk **disclaimer** Policy

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Trading in online leveraged derivative products such as those offered by Ubuntu Markets involves significant risk. You may well lose some or even all the funds deposited. We encourage you to take a full consideration of the risks involved, before you begin trading. By accepting our terms and conditions and by registering for an account you are acknowledging that you are fully aware of the risks involved.

1.1 COMMUNICATION RISKS

1.1.1 The Client accepts that, where non-encrypted information is sent via email, it may not be protected against unauthorized use.

1.1.2 The Client undertakes not to disclose any confidential information received from the Company and shall assume all risk for loss he may sustain in connection with access to such information by third parties. For the purpose of this clause, confirmation information shall mean passwords/access codes for the Back Office and Client's trading account as well as any other information related directly to the Client.

1.1.3 The Company shall not be responsible for any financial loss the Client may sustain if the Client has failed to receive any message or communication from the Company.

1.2 PSYCHOLOGICAL RISKS

1.2.1 Trading online derivatives requires concentration; therefore, Client's unstable physical or psychological condition may adversely affect the trading operations which may result in a loss that shall be fully assumed by the Client.

1.3 LEVERAGE EFFECT

1.3.1 Leverage used by the Client for trading can significantly affect the Client's trading account either positively or adversely even if there is only a slight fluctuation in the rates for financial instruments traded.

1.3.2 The Client is aware of and shall fully assume all risks related to the leverage effect.

1.4 HIGH VOLATILITY OF FINANCIAL INSTRUMENTS

1.4.1 The Client shall accept the risk of loss sustained in connection with high intraday volatility.

1.5 TECHNICAL RISK

1.5.1 In the course of trading operations, the Client may run a risk, and shall accept a loss occasioned by such risk, in connection with:

1.5.1.1 software failures;

1.5.1.2 failures occurred in the Client's communication systems;

1.5.1.3 wrong set-up of the Client terminal;

1.5.1.4 hardware failures;

1.5.1.5 Client terminal update delays; Extreme volatility on market opening of more the 100 point in either direction;

1.5.1.6 a failure to get familiarized with the instructions published on the Company's official website.

1.5.2 The Company shall not be responsible for any loss the Client may sustain if the Client has experienced a delay to connect to the Company's server owning to an excessive number of client applications the Company is processing at the time.

1.6 MARKETING CONDITIONS.

1.6.1 The Client accepts that where market conditions are different from standard, the period required to have the Client's orders processed may be extended.

1.7 TRADING RISKS

1.7.1 Any analytical material the Company may provide to the Client shall be for information purposes only. The Client shall accept all risks related to the use of such materials.

1.7.2 The Client accepts that the Stop Loss setting may not always completely prevent the Client from loss.

1.7.3 The Client shall be responsible for the use of funds and fully assume trading risks.

1.8 CLIENT TERMINAL

1.8.1 The Client agrees that the only reliable source of quotations for financial instruments is the main server of the Company that serves the Client.

1.8.2 The Client agrees that only one instruction to open/close an order can be put to the instruction queue.

1.8.3 The Client agrees that the closing of a window for order opening/closing/modification may not cancel the instructions already received by the Company for execution.

1.8.4 The Client shall assume a risk related to the execution of an unscheduled operation if the second order has been sent for execution pending Company's confirmation of receipt of the first order.

1.9 OTHER RISKS

1.9.1 The risks mentioned in this Agreement are not exhaustive. The Client shallassume any other risks if these occur.

1.10 CONTRACT FOR DIFFERENCES

1.10.1 Investing in a CFD carries risks similar to investing in a future or an option and you should be aware of these. Transactions in CFDs may also involve a contingent liability and you should be aware of the implications of this as set out below.

1.11 INVESTING IN ROLLING FOREX OR CURRENCY OPTIONS

1.11.1 Investing in rolling forex carries similar risks as investing in a future and you should be aware of these. Transactions in rolling forex may also have a contingent liability. Margined currency trading is one of the riskiest forms of investment available in the financial markets and is only suitable for sophisticated individuals and institutions. Given the possibility of losing an entire investment, speculation in the foreign exchange market should only be conducted with risk capital funds.

1.12 FOREIGN MARKETS

1.12.1 Foreign markets involve different risks from South African markets. In some cases risks will be greater. The potential for profit or loss from transactions on foreign markets or in foreign currency will be affected by fluctuations in foreign exchange rates. Such enhanced risks include the risks of political or economic policy charges in a foreign media, which may substantially and permanently alter the conditions terms, marketability or price of a foreign currency.

1.13 RISK REDUCING ORDERS OR STRATEGIES

1.13.1 The placing of certain orders (e.g. “stop loss” or “stop limits” orders) that are intended to limit losses to certain amounts may not always be affected because market conditions or technological limitations may make it impossible to execute such orders. Strategies using combinations of positions such as “spread” and “straddle” positions may be just as risky as or even riskier than simple “long” or “short” positions.

1.14 PRICES

1.14.1 The prices quoted may not necessarily reflect the broader market. We will select closing prices to be used in determining Margin requirements and in periodically marking to market the positions in customer accounts. Although we expect that these prices will be reasonably related to those available on what is known as the interbank market, prices we use may vary from those available to banks and other participants in the interbank market. Consequently, we may exercise considerable discretion in setting margin requirements and collecting margin funds.

1.15 WEEKEND RISK

1.15.1 Various situations, developments or events may arise over a weekend when currency, Commodity and other markets generally close for trading, that may cause the markets to open at a significantly different prices from where they closed on Friday afternoon. Our customers will not be able to use the electronic communication systems to place or change orders over the weekend and at other times when the markets are generally closed. There is a substantial risk that stop-loss orders left to protect open positions held over the weekend will be executed at levels significantly worse than their specified price.

1.16 ELECTRONIC TRADING

1.16.1 The use of electronic trading systems and communication networks to facilitate trades. Customers that trade exposes you to risks associated with the system including the failure of hardware and software system or network down timed access or connection failures.

1.17 CONTINGENT LIABILITY TRANSACTIONS.

1.17.1 Contingent liability transactions, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. You may sustain a total loss of the Margin you deposit with your dealer to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional Margin at short notice to maintain the position.

1.18 COLLATERAL

1.18.1 If you deposit collateral as security, you should ascertain how your collateral will be dealt with. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets, which you deposited and may have to accept payment in cash.

1.19 COMMISSIONS

1.19.1 Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as dealing spread), you should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

1.20 INSOLVENCY

1.20.1 Any insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payment in cash. You should only engage in CFD or Rolling Spot Forex trading if you are prepared to accept a high degree of risk and in particular the risks outlined in the Risk Warning Notice. You must be prepared to sustain the total loss of all amounts you may have deposited with your firm as well as any losses, charges (such as interest) and any other amounts (such as costs) we incur in recovering payment from you.