

# **Zenith Markets PLC**

## **Risk Disclosure Policy**

January 2025

The logo for tradgrip, featuring the word "trad" in black and "grip" in blue, with a stylized vertical line through the "i" in "grip".

**tradgrip**

## 1. Introduction

- 1.1 Zenith Markets PLC owns and operates the brand “TradGrip” ([www.tradgrip.com](http://www.tradgrip.com)) and is registered in Comoros Union, with registration IBC number HT00324011, authorized and regulated by the MWALI International Services Authority (hereinafter the “MISA”) with a brokerage license number BFX2024031 and registered office address at Bonovo Road- Fomboni Island of Mohéli- Comoros Union (hereinafter the “Company”, “we”, “us”).
- 1.2 You (the “client”, “You”) should carefully read the following Risk Disclosure Policy, before applying to open a trading account with us or commencing any trading activities via the Company’s website or/and platform(s). This Risk Disclosure Policy is an integral part of the Terms and Conditions (Client Agreement). **By accepting our Terms and Conditions and accompanying policies including this Risk Disclosure Policy you acknowledge, agree and accept that you understand the risks associated with Forex/CFDs trading and that you can bear financially all risks involved.**
- 1.3 We hereby provide in general terms the nature of the risks particular to dealing with the instruments offered by the Company on a fair and non-misleading basis. The risks associated with the Company’s products and services are not exhaustively provided below. **This notice does not include or explain all of the risks or other significant aspects involved in dealing with our offered products and services.**

## 2. Risk Warning

- 2.1 Forex/CFDs trading is highly speculative and involves a significant risk of losing your invested capital. You should consider whether you can afford to take the risk of losing your money. Please consider our Terms and Conditions and this Risk Disclose Policy, before applying to us to open a trading account.
- 2.2 You should consider whether trading in Forex/CFDs is suitable for you in light of your needs, personal circumstances, and financial situation. Trading in Forex/CFDs entails the use of leverage and margin. If you are in any doubt about the risks involved with your account, you should seek professional advice.
- 2.3 Trading in Forex/CFDs is highly speculative, involves an outstanding risk of loss and is not suitable for everyone but only for those investors who can understand and are willing to assume the economic, legal and other risks involved and are financially able to bear the loss of their invested capital and having the knowledge to understand Forex/CFD trading.
- 2.4 In the event of a Force Majeure Event the Company may not be in a position to arrange for the execution of client orders or fulfil its obligations under the applicable Terms and Conditions with the client or fail or delay in performing its obligations. As a result, the client may suffer financial loss.

2.5 The Company will not be held liable or have any responsibility for any type of loss or damage arising, directly or indirectly, due to a Force Majeure event.

2.6 The Company's insolvency or default may lead to your positions being liquidated or closed out without your prior consent.

### **3. Risks from trading Contract For Differences (CFDs)**

3.1 Trading in CFD is very speculative and highly risky and is not suitable for the general public but only for those investors who understand and are willing to assume the economic, legal, and other risks involved, considering their personal financial circumstances, financial resources, lifestyle, and obligations are financially able to assume the loss of their entire investment and have the knowledge to understand CFDs trading and the underlying assets/markets.

3.2 The Company provide access to the financial product of Contracts For Differences on a variety of underlying assets including but not limited to CFDs on stocks, commodities, indices, and currency pairs (FX), etc. (hereinafter the "product", "financial instrument").

3.3 Each offered product and service has its own distinct risks. CFDs are high-risk and complex financial instruments that involve a variety of risks. Trading CFDs can put capital invested at risk and clients may lose more than the capital/margin used to open one position, such losses may extend to the loss of the entire deposited amount.

3.4 CFDs trading may not be suitable for all investors and you shall consider whether you can bear the risk of losing your entire deposited capital. The performance of any investment decisions made by you, or the product you chose to invest in is subject to various underlying factors, currencies, economic, political, or business risks, etc., and will not necessarily be profitable. You acknowledge and without any reservation accept that, notwithstanding any general information which may have been given by the Company, the value of any investment in the Company's offered products may fluctuate either upwards or downwards.

3.5 You accept the existence of a substantial risk of incurring losses and damages as a result of opening "Buy" or "Sell" positions in any of the products offered and acknowledge your willingness to take such risk. CFDs are derivative financial instruments deriving their value from the prices of the underlying assets/markets to which they refer. It is important therefore that the client understands the risks associated with trading in the relevant underlying asset/ market because fluctuations in the price of the underlying asset/ market will affect the profitability of the trade.

### **Volatility**

Forex/CFDs can be highly volatile, and the value of the underlying instruments may fluctuate rapidly under certain market conditions, which cannot be controlled either by the Company or the client therefore stop loss order cannot guarantee the limit of loss. Movements in the price of underlying markets can be volatile and unpredictable. This will have a direct impact on your profits and losses. The price of the products depicted on our platform or website may 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 marketplace.

### **Liquidity**

The client accepts and acknowledges that the products offered by the company may be inherently illiquid or sometimes face persistent liquidity strains due to adverse market conditions. Illiquid products may exhibit high levels of volatility in their prices and consequently a higher degree of risk, this typically leads to larger gaps in ASK and BID prices for an underlying instrument than would otherwise prevail under liquid market conditions. These large gaps may be reflected in the prices of the derivative products that the Company offers.

### **Gapping**

is a sudden shift in the price of an underlying market from one level to another and can occur when the underlying market is either open or even closed due to various factors/events. When such factors/events occur and the underlying market is closed, the price of the underlying market when it re-opens may be different from the closing price with no opportunity to sell the product before the market opens.

### **Margin Requirements**

Clients are required to deposit a margin with the Company in order to open a position. The margin requirement will depend on the underlying instrument of the derivative products, the level of leverage, and the value of the position. The Company may not notify the client of any margin call to sustain a loss-making decision. The Company has the discretionary right to start closing positions when the margin level falls below the threshold. The Company guarantees that there will be no negative balance in the account when trading the instruments provided by the Company. Trading in Forex/CFDs entails the use of leverage. In considering whether to engage in this form of investment, you should be aware of the high degree of leverage. This stems from the margin system applicable to such trades which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market movement is in your favor, you may achieve a good profit, but an equally small adverse market movement may quickly result in the loss of your entire deposit. You must not trade in Forex/CFDs unless you are willing to undertake the risk of losing all the money that you have invested. Should the equity in your trading account be insufficient to hold current positions open, you will be required to deposit additional funds at short notice or reduce exposure (margin call) should you be required to keep your positions open. Failure to do so within the time required may result in the liquidation of positions at a loss (i.e. stop-out). The client is always responsible for any losses incurred as a result.

### **Leverage and Gearing**

Investing in CFDs entails the use of “gearing” or “leverage”. In considering whether to engage in this form of investment, the client should be aware that the high degree of “gearing” or “leverage” is a particular feature of derivative financial instruments. This stems from the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value so that a relatively small movement in the underlying market can have a disproportionate effect on the client’s trade. If the underlying market movement is in the client’s favor, the client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the client’s entire deposit, but also expose the client to a large additional loss.

It is noted that the client acknowledges and accepts to monitor any positions places closely because of the effect of leverage and gearing speed the occurrence of profits or losses. It is your responsibility to monitor your trades and while you have open trades you should always be in a position to do so.

### **OTC (Over-the-Counter)**

The Company's products are traded over the counter meaning that your positions will be placed off-exchange. While some off-exchange markets are highly liquid, transactions in off-exchange or nontransferable derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, assess the value of the position arising from an off exchange transaction, or assess the risk exposure.

The Company may transfer deposited money received from you to a third party e.g. OTC counterparty, clearing house, bank, Liquidity Provider, or Intermediate broker in the course of facilitating the transactions of the client or to effect a transaction through or with that party. The Company bears no responsibility for the insolvency, acts, or omissions of any such third party.

The third party to whom the Company will transfer the money may hold it in an omnibus account and it may not be possible to separate it from the client's money or the third party's money. In the event of insolvency or withdrawal or winding up proceedings against the third party, this may lead to the client's positions being liquidated or closed against the client's wishes or non-execution of client orders/transactions. In addition, the Company may only have an unsecured claim against the third party on behalf of the client and the client understands that there is a risk that his/her claim will not be satisfied. The Company does not accept any liability or responsibility for any resulting losses.

The Company may deposit Customer money with a depository who may have a security interest, lien, or right of set-off in relation to that money. A third party through whom the Company deals with could have interests contrary to the Customer's interests.

### **No Delivery**

The client understands has no rights or obligations with respect to the underlying CFD assets/instruments. There is no actual delivery of any of the underlying assets.

**Slippage**

Slippage is the difference between the expected price of an order in a CFD or, and the price the order is actually executed at. Slippage often occurs during periods of higher volatility making an order at a specific price impossible to execute and also when large orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

**Suspension of Trading**

At times of rapid price movement, if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted it may be difficult or impossible to liquidate a position. Placing a Stop Loss will not necessarily limit your potential losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price. In addition, under certain market conditions, the execution of a Stop Loss Order may be worse than its stipulated price and the realized losses can be larger than expected.

**Price**

Some products trade within wide intraday ranges with volatile price movements. Therefore, the client must carefully consider that there is a high risk of losses. The price of a financial instrument is derived from the price of the underlying asset in which the financial instrument refers to. Financial Instruments and related underlying markets can be highly volatile. The prices of 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 Order to be executed at declared prices leading to losses. The prices of financial instruments and the Underlying Assets will be influenced by, among other things, changing the 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 marketplace (also refer to section 3 below for more details regarding prices). The Company will provide the prices to be used in trading and valuation of client positions in accordance with its internal policies and procedures. The trading rates assigned to the assets on the Company's website are the ones at which the Company is willing to sell Forex/CFDs to its clients at the point of

sale. As such, they may not directly correspond to real-time market levels at the point in time at which the sale of options occurs and may differ from prices reported elsewhere.

It is noted that the prices displayed on the Company's trading Platform reflect the last known available price at the moment, prior to placing any order. As such, the price that the client receives when he opens or closes a position may not directly correspond to real-time market levels at the point in time at which the sale of the CFD occurs or reflect the prices of third-party brokers/providers.

### **Swaps**

The value of open positions is subject to swaps which are deducted from the client's account for instruments held overnight throughout the life of the contract. The swap rate is mainly dependent on the level of interest rates as well as the Company's fee for having an open position overnight. The Company has the discretion to change the level of the swap rate on each CFD at any given time and the client acknowledges that he will be informed by the Company. The client further acknowledges that he is responsible for reviewing the CFDs specifications located on the Company's websites to be updated on the level of swap value prior to placing any order with the Company.

### **Orders**

On the Company's platform there are available orders e.g., "stop-loss" orders, which are intended to limit losses to certain amounts. Such orders may not be adequate given that market conditions make it impossible to execute such orders, e.g., due to illiquidity in the market. We aim to deal with such orders fairly and promptly, but the time taken to fill in the order and the level at which the order is filled depends upon the underlying market. In fast-moving markets, a price for the level of your order might not be available, or the market might move quickly and significantly away from the stop level before we fill it. Stop Limit and Stop Loss Orders cannot guarantee the limit of loss.

### **Execution**

The market price may change between order placement and execution time, and, therefore, we cannot guarantee that the price requested will be the same as the price at which the order is executed, therefore, the price you receive can be in your favour or against you.



#### **4. Past and Future Performance of the Underlying Assets**

- 4.1 Any information disclosed or provided by the Company in any form regarding the previous performance of CFDs on any underlying asset/market 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 CFDs to which the said information refers.

#### **5. Investment Advice and Recommendation**

- 5.1 The Company does not and will not provide the client with any investment advice relating to the offered products or services, including underlying markets or make investment recommendations including occasions where the Client shall request such advice and/or recommendation.
- 5.2 Any opinions, news, research, analyses, prices, or other information contained on the Company's website are provided as general market commentary, and do not constitute investment advice.
- 5.3 The Company may, from time to time, and at its discretion, provide the client with information, recommendations, news, market commentary, or other information.
- 5.4 With respect to clauses 5.2 and 5.3 the Company gives no representation, warranty, or guarantee as to the accuracy, correctness of such information or as to the tax or legal consequences of any related transaction. Such information is provided solely to enable the client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- 5.5 The Company shall not be responsible for any loss arising from any investment based on any forecast or other information provided.
- 5.6 The Company may provide the client with information and tools produced by third parties on an "as is" basis (i.e., the Company does not approve, endorse, or affect the said information and or tools), which may be indicative of trading trends or trading opportunities. The client accepts and understands that taking any actions based on the information and/or tools provided by third parties may result in losses and/or a general reduction of the value of the client's assets. The Company does not accept liability for any such losses resulting from actions taken by the Client on the basis of information and or tools produced by third parties.
- 5.7 The Client acknowledges and accepts that any market commentary, news, or other information sent, provided, disclosed or made available by the Company are subject to change and may be withdrawn at any time without notice. Any decision made following the review of such material to use our investment products or services is solely made by you. The Client acknowledges that the Agreement do not include the provision of investment advice in CFDs and that will enter into transactions and make relevant decisions based on his own judgment.

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## 6. Fees, costs and charges

- 6.1 The provision of services related to our products by the Company to the client is subject to applicable fees and charges. Before the client begins to trade, he should obtain details on all fees, commissions, and charges for which the client will be liable. It is the client's responsibility to check for any changes in the applicable charges. Applicable costs and charges may be subject to changes. You acknowledge and understand that commissions and other charges may change at any time and that it is your sole responsibility to remain up to date by visiting the Company's website.
- 6.2 The Company costs and associated charges may be presented in monetary form or as a percentage of the contract value. The client should therefore ensure that he understands what such charges are likely to amount to in the aforementioned forms.
- 6.3 Further to the above, there is a risk that the client's trades in any products may be or become subject to tax and/or any other duty for example because of changes in legislation or his 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 the client seek advice from a competent tax professional if the client has any questions.

## 7. Taxes

- 7.1 The client is responsible for any taxes and/or any other duty which may accrue in respect of his trades. Although it is the client's sole and entire responsibility to account for tax due and without derogating from this, the client agrees that the Company may deduct tax, as may be required by the applicable law, with respect to his trading activity on the trading platform (s). The client is aware that the Company has a right to set-off against any amounts in the client's trading account with respect to such tax deductions.

## 8. Abnormal Market Conditions

- 8.1 Abnormal Market Conditions include but are not limited to times of rapid price fluctuations of the price, rises, or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or there is a lack of liquidity, or this may occur at the opening of trading sessions.
- 8.2 The client acknowledges that under abnormal market conditions, the period during which the Orders are executed may be extended or it may be impossible for Orders to be executed at declared prices or may not be executed at all.

## 9. Electronic Trading

- 9.1 The client accepts that can be responsible for the risks of financial losses caused by failure, malfunction, interruption, disconnection, or malicious actions of information, communication, electricity, electronic, internet, or other systems, which are not the result of gross negligence or wilful default of the Company. The client accepts that

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undertakes risks associated with transacting on an electronic system such as the failure of hardware, software, servers, communication lines, and internet failure. Such failure may affect the execution of your order or not executed according to your instructions, or not executed at all. In line with this, the Company does not accept any liability in the case of such a failure, not owed to the Company's gross negligence or wilful default. The Company strives on a best-effort basis to provide the client with a secure and smooth online experience. However, the client acknowledges the risk that should third parties (hackers) launch a coordinated attack against the Company systems there may be a disruption of services that may result in client losses. The Company does not accept any liability resulting from such attacks to the extent that the Company has taken all reasonable measures on a best-effort basis to fend off such malicious actions.

9.2 The client is warned that when trading in an electronic platform assumes the risk of financial loss which may be a consequence of amongst other things:

- i. failure of client's devices, software, and poor quality of connection;
- ii. the Company's or client's hardware or software failure, malfunction, or misuse;
- iii. improper work of the client's equipment;
- iv. wrong setting of client's Terminal;
- v. delayed updates of the client's Terminal.

9.3 The client understands that the connection between the client terminal and the Company's server may be disrupted at some point and some of the Quotes may not reach the client terminal. The client will have the right to cancel his/her trade for a period of at least 2 seconds). The client acknowledges that when the client closes the Order, it shall not be cancelled. In case the client has not received the result of the execution of the previously sent Order but decides to repeat the Order, the client shall accept the risk of making two Transactions instead of one.

## **10. No guarantees for profits**

10.1 There are no guarantees of profit or of avoiding losses when trading in Forex/CFDs. The Customer acknowledges and accepts that he/she has not received such guarantees from the Company or from any of its representatives. The client must become aware of the risks inherent in trading in Forex/CFDs and is financially able to bear such risks and withstand any losses incurred.