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Risk Disclosure

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1. Risk Disclosure Notice

- a. Prior to offering and providing our services and/or products to you, we require you to read the Risk Disclosure Policy. By continuing to open an account with us you acknowledge and confirm that you are well aware and understand the risk(s) involved.

2. Introduction

- a. The following statements are intended to strongly advise all Clients and Prospective Clients, (hereinafter referred as the 'the Client' or 'you' or 'your ;') of the potential risks involved in trading on financial markets. You should be aware of the potential losses associated with such risks. This document forms an integral part of the Client Agreement between Doto South Africa (PTY) LTD ('the Company' or 'we' or 'us') and you. Should there be no clear definition of a term set out in this document; the interpretation of that term shall be governed firstly by the definition given in the Client Agreement, and/or the definition as used in practice by the financial industry. The purpose of this document is to serve as guideline and advance attention related to the high risk involved when dealing and trading Financial Instruments due to the wide range of feasible situations.
- b. In issuing a license to the Company the regulatory authority has not vouched for:
 - i. the reliability and financial soundness of the products offered or products on which the Company provides its service; and the correctness of statements or opinions expressed by the Company, if any.
- c. All Clients and Prospective Clients should deal with the Company at their own and full risks and shall only be entitled to regulatory protection, if the services relate to authorised regulatory products.
- d. Specifically, Derivatives where the underlying investments and/or products include, but are not limited to, foreign exchange contracts, contracts for Differences, metals, equity indices and commodities, are considered complex financial products and not suitable for all investors.
- e. Before deciding to participate and trade on the products offered by the Company, it is recommended to seek independent advice on the investment viability and risk associated with such products and services proposed by the Company, and/or any other professional advice sought.

3. Risk statements

- a. You should not engage in any form of trading, whether directly or indirectly in Financial Instruments unless you know and understand the risks involved for each one of the Financial Instruments, and you undertake to familiarize yourself with the product and/or service prior to any trading.
- b. You should be aware that you may benefit and/or lose all or part of your funds when engaging in trading activities. Online trading involves substantial risks, as indicated hereunder.
- c. Prior to signing the Client Agreement with the Company, and/or placing an order, you should consider carefully whether investing in a specific instrument is suitable to your circumstances and financial resources. The Company makes no form of guarantee on any returns and/or profits at any stage during the business relationship.
- d. In making a decision to trade products as offered and provided by and/or through the Company you must rely on your own examination of the products and services, including the merits and risks involved.
- e. The Company does not provide advice of any kind, including tax, investment or legal advice other than general information provided to its clients.
- f. You should not risk more than what you are prepared to lose. The Client acknowledges understanding of the risks involved and takes into consideration the level of experience and knowledge that Client should hold in respect of any financial instrument, product and/or service, before deciding to trade, and to seek for independent advice or consultation at the Client's discretion, prior to any trading and/or activity.
- g. You should not fund your Account with funds that you are not willing to risk partly and/or in whole. You acknowledge that any funds used to trade your account, including funds obtained from any credit facility, credit institution, loan(s), and/or otherwise, carry high risk, and the Company does not guarantee any profit and/or return on deposits and therefore, you should understand that your overall risk will be significantly increased. For instance, if you incur a loss on your trades, you acknowledge and understand and accept that you still have to repay any amount borrowed plus any interest and/or other costs, or charges related.
- h. The Client represents, warrants, and agrees that they understand the high degree of risk, and Client confirms that Client is willing and able, financially and/or otherwise, to assume the risk of trading in financial instruments and to bear the loss of Client's entire account, and any loss incurred that such balance will not affect the Client's lifestyle and in case of any loss that does

affect the Client's lifestyle or situation, the Client understands that Client is fully responsible and liable for such risk(s) to the full extent, and holds harmless the Company from any and all liability that may be incurred.

- i. With regards to Cash Settlement, the Client acknowledges and understands that financial instruments trading can only be settled in cash.
- j. The Client understands and agrees that there are no rights in respect of the underlying instruments and assets relating to Client's trading.

4. **Effect of leverage**

- a. Margin trading which is also known as 'leverage' or 'leverage trading', which means that you can place trades that are greater than the initial funds of deposited margin, and allows investors access to greater sums of capital allowing them to leverage their positions and to amplify your market exposure to a level that passes such initial capital Margin basically is the amount of deposit needed to ensure the running of positions in the market and to be kept active, whereas margin call is the assertion that an investor adds more funds to make up for probable loss.
- b. When executing trade under margin trading, even small market movements may have a great impact on a Client's Trading Account due to the effect of leverage.
- c. With margin trading you can make significant gains if the price moves in your favor however, you must take into consideration that if the trend on the market is against, you, you may sustain a total loss of your Initial Margin and you may be required to deposit additional margin with us to maintain Open Positions, these is referred as a 'Margin Call'.
- d. You shall be held fully responsible for ensuring that you always deposit enough margins promptly, and you confirm that you are liable for all risks, financial resources used and the chosen trading strategy.
- e. Many Financial Instruments are traded within wide ranges of intraday price movements. Consequently, you must carefully consider the fact that there is not only a high probability of profit, but also one of loss.
- f. Margin Trading carries a high degree of risk to your capital and as such, it is not suited to all investors.
- g. As there is no limit to the losses that you may incur, you should ensure that you have sufficient resources available to you to cover any adverse movement in the price of the margined product and/or volatility in the market, which may be related to any financial instrument that is being traded.

- h. In order to manage exposure and limit risk, you may employ risk reducing strategies such as;
- i. Using “stop loss” or “limit” orders to mitigate potential losses when utilizing leverage. Stop Loss or limit orders are not guaranteed, and gaps in market pricing may cause your Stop Loss orders to be filled at a less advantageous price and you can incur losses which can exceed your invested capital.
 - i. Using a lower leverage so you can impose a higher margin requirement on yourself. This way, you will be less tempted to enter into positions beyond your comfortable leverage level. You will also be aware of a potential margin closeout sooner.
 - ii. Monitor the status of your account(s) and open positions continuously.
 - iii. Use of “Expert Advisors”.

5. **Exchange risks**

- a. Financial Instruments products especially Derivatives, CFD’s and foreign exchange trading are exposed to ‘exchange risk’.
- b. Exchange risk also known as “currency risk”, and is the risk of loss (or gain) from unforeseen changes in exchange rates (the prices at which currencies are traded in exchange).
- c. There is a risk that you will have to close out a long or short position in a foreign currency at a loss due to an adverse movement in exchange rates.

6. **Liquidity risks**

- a. Financial Instruments products especially Derivatives CFD’s and foreign exchange trading are exposed to ‘liquidity risk’.
- b. Liquidity risk arises from situations in which an investor interested in trading a security cannot do so because no one in the market wants to trade that security. It is the inability to find buyers on the terms desired. It is also the risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss.
- c. Non-highly traded securities bear higher liquidity risk since there is a risk of having difficulty in liquidating an investment position without taking a significant discount from current market value. The liquidity risk is usually reflected in a wide bid-ask spread and large price movements and can take the following three forms:
 - i. Bid-ask spread: how much a trader can lose by selling an asset and buying it back right away.

- ii. Market depth: how many units traders can sell or buy at the current bid or ask price without moving the price.
- iii. Market resiliency: how long it takes for prices that are temporarily incorrect to return to normal.

7. **Past Performance**

- a. Past performance, simulation or prediction of financial instruments, including but not limited to derivatives, foreign exchange and CFDs does not constitute an indication of future results. You should note that the value of your investment can decrease as well as increase, as the market price of the underlying asset may fluctuate. There are various types of investments with varying degrees of risk, and therefore there can be no assurance that the future performance of any specific investment, investment strategy, or product may be profitable, equal or corresponding to any historical performance level(s) or suitable for your trading. There are various factors, including the changing market conditions, which may no longer be reflective of any current opinion, information or positions. Moreover, you should not assume that any discussion or information contained or provided by the Company, its directors, officers, employees or third party providers serves as the receipt of, or as a substitute for any investment advice, and as such the Client is reminded to consult with independent professional advisor of Client's choice

8. **Market Volatility**

- a. Financial markets may fluctuate rapidly and the prices of our products will reflect this. Spreads fluctuate just like exchange rates. You may face increased periods of price volatility during market events such as economic and political news announcements, elections, force majeure events, and so forth. During this period, there may be times where spreads are considerably wider than usual, which may impact your account(s). Generally speaking, wide spreads will mean the cost of closing your position will be greater. This will reflect as a loss to your equity, and raises the chance of you breaching your margin requirement.
- b. Under extreme volatility you will see your profit and loss fluctuate far more than normal. This means you may enter margin close out quicker and also significantly raises the possibility of your account entering negative equity. If the market were to spike, crash or gap, it could result in significant losses especially for a highly leveraged trading account(s).

- c. Gapping is a risk that arises as a result of market volatility. Gapping occurs when the prices of the products suddenly shift from one price to another, as a consequence of market volatility. Gapping is usually when a trading instrument opens above or below the previous day's close with no trading activity in between. There may not always be an opportunity for you to place an order or for the platform to execute an order between the two price levels. One of the effects of this may be that stop-loss orders are executed at unfavorable prices, either higher or lower than you may have anticipated, depending on the direction of your trades.

9. **Technical risks**

- a. The Client shall assume the risk of financial loss caused by the failure of information, communication, electronic and/or any other systems.
- b. The Client acknowledges that the internet may be subject to events which may affect access to the Company's system(s) including but not limited to interruptions or transmission blackouts, software and hardware failure, internet disconnection, public electricity network failures, force majeure event, and/ or hacking Attacks. The Client is warned that while trading on an electronic platform, you shall assume the risk of financial loss, which can be caused by:
 - i. the failure of the Client's hardware, software and/or internet connection;
 - ii. the improper operation of the Client's equipment;
 - iii. the wrong settings in the Client Terminal;
 - iv. delayed Client Terminal updates; and
 - v. the Client's ignorance of the applicable rules described in the user guide for the Client Terminal and in the Help section.
- c. The Company has no responsibility if unauthorized third person gains access to the Client information, including electronic addresses, password, login, electronic communication and personal data and/or access data when this is due to client's negligence or when the above are transmitted between the company and the client or any other party, using the internet or other network communication facilities, telephone or any other electronic means or post. In the event that the Client becomes aware of any unauthorized use of Client's account, password, login, it is the Client's responsibility to inform the Company promptly by telephone call and immediately in written form.
- d. The Client acknowledges that the unencrypted information transmitted by email is not protected from any unauthorized access.

- e. The Client acknowledges that at the moment of peak load there may be some difficulties in getting telephone communication with a company representative, especially on the fast market (for example, when key economic indicators are released).
- f. The Client acknowledges that under abnormal market conditions, the execution time for Customer Instructions may increase.

10. Price and Cost

- a. The prices generated by our trading platforms are derived from the relevant underlying instruments, which the Company obtains from third party liquidity/price providers. The prices of derivatives, CFDs and Foreign Exchange contracts that you trade with us may include a mark-up.
- b. For trading derivatives, CFDs and Foreign Exchange contracts, the client may be required to pay a commission and/ or other fees. The commission and financing/overnight fees are not incorporated into the Company's quoted prices and are instead charged explicitly to the client Account(s). In case of financing/overnight fees, the value of open positions in some types of financial instruments is increased or reduced by a daily financing fee 'swap' throughout the life of trade. The financing fees are based on prevailing market interest rates. From Mondays to Thursdays swap is charged once for every business day and on Friday swap is charged in triple size in order to account for the weekend;
- c. The Company may, on certain occasions, be a sole counterparty (Principal) to all and/or few client trades and the Company may profit from any client losses.

11. Insolvency

- a. The Company takes steps to ensure arrangement of the Clients' assets and ownership rights in the event of the Company's insolvency. However, the Company's insolvency or default, may lead to positions being liquidated or closed out without the Clients consent. In certain circumstances, a Client may not get back the actual assets which were lodged as collateral and may have to accept any available payments in cash, or by any other method deemed to be appropriate.
- b. The Client understands that the segregated funds will be subject to the protections as applicable by the regulations, at any given time, in the relevant jurisdiction. The Company may hold segregated funds on the Client's behalf in a segregated account located outside EU, or pass money held on the Client's

behalf to an intermediate broker, settlement agent or over-the-counter (OTC) counterparty located outside EU, and the same principle can be applied within the EU. The legal and regulatory regime applying to any such person will be different from that of EU and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a segregated account in EU. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this clause.

- c. All Client funds are held in segregated accounts, separated from Company's funds.

12. **Third Party Risk**

- a. The Company may pass money received from the Client to a third party (e.g. a bank, payment provider, a market, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a transaction through or with that person, or to satisfy the Client's obligation to provide collateral (e.g. initial margin requirement) in respect of a transaction. The Company has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Client.
- b. The third party to whom the Company will pass 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 the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party, is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

13. **Local legal restrictions**

- a. The content, services and/or products, is not intended for use by or distribution to any individual or legal entity in any jurisdiction or country where such distribution, publication or use would be contrary to the law or regulatory provisions that the Company does not hold the necessary registration or license. Individuals or legal entities in respect of whom such prohibitions apply, whether on grounds of their nationality, their place of residence or on other grounds, must not access or use the website (www.doto.com/za). Additionally, some entities, services and products of the Company may not be

registered or licensed under legal and regulatory provisions governing financial services or products and their providers in certain countries, and as such, all users are requested to contact us for information about products and services available in your country.

14. **Liability**

- a. To the maximum extent permitted by current laws and/or regulations, the Company, including its directors, agents, employees, officers, sub-contractors, and its sales partners disclaim any and all liability for losses or damages (direct or indirect) of any kind whatsoever arising as a result of the content, accuracy, completeness or otherwise of the content of the website, or any links or any third party content, any errors in or omissions from the site, or use of/access to the site, or any inability to access or use the website for any reason.
- b. To the full extent permitted by current laws and/or regulations the Company shall not be liable for any loss of profits or revenue or savings or other economic loss, or loss of business or goodwill, or loss of damage to data, incidental or special loss, wasted or lost management time or indirect or consequential loss arising from use of or access to the website, even if advised of the possibility of any such loss or damage or if such loss or damage was foreseeable.

15. **Communications**

- a. The Client shall assume the risk of any financial loss caused by the client either not receiving a notification from the Company or it being delayed.
- b. The Client acknowledges that unencrypted information transmitted by email is not protected from unauthorized access.
- c. The Client assumes full responsibility for the safekeeping of information received from the Company and shall bear the risk of any financial loss caused by unauthorized access to the Client's trading account by any person. The Client must inform the Company in writing as soon as the Client becomes aware of any unauthorized access to client's account and/or information.
- d. The Client shall bear all risks of financial loss caused by a Force Majeure Event.
- e. The Client shall bear all financial and other risks when completing operations (or actions connected with these operations) on financial markets that are statutorily prohibited or restricted by the legislation of the jurisdiction in which the Client is resident.

- f. Communications between the Parties will be provided by way of proper, written notification to the last known address of either Party, timeously and in good faith.