



Risk Disclosure Notice



INTRODUCTION

It is important that as a potential customer that you understand the key risks related to opening an account and trading over-the-counter foreign currencies, or (“Forex”), and that no guarantees, promises or representations regarding profits or limitations of losses have been made by ATC BROKERS or any of its employees, affiliates, or agents, or its or their respective successors or assigns (collectively referred to as “ATC”). This document sets out the key risks to which you may be exposed as a customer of ATC when depositing money with the Retail Foreign Exchange Dealer (“RFED”) and proceeding to execute trades with the RFED.

By utilizing this website and the trading software, you agree to be bound by these terms and conditions. This is a legal agreement between you and ATC for use of the website, trading software, products and services which you selected or initiated.

RISK OF LOSS

Trading Forex involves considerable risk of loss and can result in the loss of some or all of your funds deposited with your RFED. In certain circumstances, you can lose more than the amount invested (such excess loss, the “Shortfall”) and you will be required to repay the Shortfall immediately to your RFED. The Shortfall could be a substantial amount relative to the size of your initial deposit or the equity in your account, and it could even be multiples of any such amounts.

You should only invest funds which you are prepared to risk or lose and the loss of the funds should not have a material impact on your financial circumstances. You should also have additional funds available in case you are required to make a payment of a Shortfall at any time to the RFED.

By viewing this website and utilizing the trading software, you fully understand and agree that Forex markets are subject to numerous implicit and explicit risks, none of which ATC can control or influence. You therefore acknowledge and agree that all trading is solely at your own risk. You should be aware of all the risks associated with trading and you should seek advice from an independent financial advisor before trading. You also agree to bear complete responsibility for your choice of trades and acknowledge that ATC has not and will not make any specific recommendations to you upon which you are entitled to rely.

Every effort has been made to ensure that the information on this website is accurate and complete, but ATC shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in, omissions of or alterations to the information. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability otherwise.

MARGIN CALLS

If you maintain trade positions in your trading account which exceed your Margin Limit due to adverse movements in your trading positions, you will be required to deposit additional funds immediately in your account. If you do not do this, some or all of the positions will be closed at the RFED's discretion, in order to bring your risk exposures within the Margin Limit.

EFFECT OF LEVERAGE

Trading Forex involves the use of "leverage". This means that you can, with use of a small deposit, known as the "margin", place a trade controlling a substantially higher notional value, up to 50 times the size of the margin used for an individual trade. When market prices move, "leverage" has the effect of the change in the value of the trade being magnified or accelerated, relative to other forms of investment activities with which you may be familiar. As such, small changes in the value of the underlying instruments you are trading may have a large negative impact on the value of your trading account. While you may understand this concept in theory, there is no substitute for actually seeing how leverage works in practice to see if you are comfortable with this form of trading. It is your responsibility to monitor your positions closely and while you have open contracts and should always be in a position to do so.

MARKET RISKS

All markets can be subject to considerable movements caused by many different reasons. By way of example only, in the Forex context, large or extreme price movements can occur due to any country's Central Bank market interventionist measures or the impact of unexpected interest rate decisions; so-called "flash crashes"; other market moving events such as Non-Farm payroll announcements or political or budgetary statements by competent authorities and/or governments. Consequently, prudent traders set stop losses when placing trades to limit their potential losses, but it is important to understand that stop losses are not guaranteed risk-management tools and will not work in certain situations, including but not limited to, the following:

- **Gapping:** The price of an underlying instrument may move by a large amount and there may be no liquidity providers quoting prices at all within a given range around the applicable underlying instrument's price (just prior to the market movement) in which case your stop loss will not be filled at the requested level. If this happens, the stop loss will only be filled at the first available closest quoted price in the market.
- **Currency:** If you trade in a market other than your base currency market, currency exchange fluctuations will impact your profits and losses.

- **Insufficient liquidity:** A stop loss may not be filled if no market quote exists in the desired amount for a requested stop loss transaction size. An example of this occurs when trying to risk manage a large position for a less liquid currency pair. As above, your stop loss will not be filled at the requested level. If this happens, the stop loss will be filled at the first available quoted price in the market.

EXECUTION & LIQUIDITY RISKS

Your market order for instant execution may be rejected for several reasons including, without limitation, system latency (the speed of trade execution), volatile market conditions / insufficient liquidity; incorrect order placing by you; or other forces outside of ATC's control (see Force Majeure). Stop and Market orders may be gapped and filled at the first available market price, thereby reducing their effectiveness from time to time.

RFED RISK MANAGEMENT CHANGES

The RFED may be required at any time and without notice to amend the terms on which certain instruments may be traded or traded at all to protect the firm against over-concentration of risk. For example, initial or variation margin may be increased, certain underlying instruments may become prohibited at all or your account's Margin Limit may be increased. When this happens, customers shall be notified in writing and this may result in you being required to close some or all of your open positions, possibly at a loss.

TECHNOLOGY RISK & FORCE MAJEURE

If the firm's own technology or that of the RFED or any third party infrastructure on which its operations are dependent, including, without limitation, its data center servers or commercial broadband as well as back-up providers or systems for essential infrastructure, malfunctions or cease to operate for whatever reason, you may suffer loss as a result. As these technology risks are outside of the firm's control, ATC shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) occurring from technology risks.

If an extraordinary event outside the control of you or the firm occurs, known as an Act of God or force majeure event, which includes, without limitation, war, strike, a terrorist attack, riot, crime, hurricane, flooding, earthquake, or volcanic eruption, which prevents the firm from fulfilling its obligations to you (each, a "Force Majeure Event"), your positions may be closed or may be unable to be managed for a period of time. You may suffer loss as a result of a Force Majeure Event occurring.

EXECUTION ONLY / NO ADVICE OR FIDUCIARY RELATIONSHIP

Customers of ATC are self-directed investors executing on an execution-only basis. This means that the firm is not your advisor or acting in any fiduciary capacity for you. You are responsible for the trades you place, how you monitor the trades and any losses that result from this activity. The firm shall not be liable for any losses you incur due to the results of your trading activities. You are required to review your account statements and monitor your account status at least daily to ensure that the trades you ordered were placed, and that all trades that were made on your account were authorized by you.

TAX CONSEQUENCES

Trading with ATC may have tax consequences for you in the jurisdictions in which you pay taxes. ATC does not provide any tax advice; you are responsible for all and any tax consequences of your trading activities with ATC.

MARKET EVENTS

Other than third-party information sources which ATC may provide from time to time (such as market event calendars) and without any liability for having done so, ATC will not advise you that any significant market news is pending or has occurred.

EXTERNAL LINKS

Please be aware that some of the websites that you may link to through this website are not supported by ATC. Because the material made available on these websites is not under the control of ATC, we make no representation to you about these websites nor the material you may find there. The fact that ATC has linked to these websites does not constitute an endorsement or recommendation of any kind. The links to these websites are being provided only as a convenience to you.