



**XPOKEN**

# **General Risk Disclosure**

1. The Company offers investment products that the Client can trade in the financial market. The nature of the business of the Company is only for users that can perform under legally binding contracts as applicable to the relevant jurisdiction.
2. The investment products include stocks, cryptocurrencies, Contracts for Differences (CFDs), and Exchange-Traded Funds (ETFs), where the Client gains property of the underlying asset. Transactions that are relative to these products where the Company provides leverage are overall viewed as CFD transactions.
3. The General Risk Disclosure aims to inform the Client regarding the risks in terms of using and accessing the Company's investment products. In providing the aforementioned investment products that include monetary transactions and given the nature of the business of the Company, the Client must read, understand, and agree to the risks herein. However, the Company can only state the most common occurrences and can only declare possible risks to an extent. This document does not cover all market incidents that the Client may encounter during his/her trading course.
4. Trading with CFDs means obtaining a contract to reduce the differences in the Bid and Ask price of a specific asset. By trading CFDs, the Client thereby trades on margin with leverage, which may have a significant impact on the Client's trading account, whether positive or negative. Therefore, the Client acknowledges the risk of sustaining a total loss higher than the funds invested in a specific position. The Client is fully responsible for the losses and equity in his/her trading account, regardless of the market occurrence.
5. Leveraged market products, including CFDs, are considered complex instruments that entail a significant risk of losing capital. More than 70% of trading accounts lose capital when trading with derivatives. The Client must assess his/her market understanding and other personal considerations acknowledging the risks of losing money.
6. Through initiating a trade, the Client thereby understands and conforms to the concept of price slippage or market gapping that occurs when trading a CFD, which may cause a drastic shift in the price of an underlying asset. The Company does not and cannot guarantee that rapid price movements will be at the advantage or disadvantage of the Client.
7. Moreover, the financial market and its traded instruments have the potential to fluctuate rapidly, leading to unpredictable market adversities, which are beyond the Company's control. Regardless of the market information provided by the Company, the value of any market product can significantly affect the Client's investments. The Company does not and cannot guarantee the future performance of any asset, which may or may not be at the Client's advantage.
8. It is the Client's firm obligation to consider his/her investment objectives, level of experience, and personal risk tolerance before using the Company's trading products where market liquidity is not entirely guaranteed and can be more difficult to liquidate.
9. The Company is not responsible for adjusting its service conditions according to the Client's needs. The trading conditions of the Company are set according to the applicable regulations and policies, where the Company's CFDs may vary significantly from the actual underlying market or instrument.



10. When trading cryptocurrencies or currencies in the foreign exchange market, the Client must agree and accept the increased risks that those products hold. The cryptocurrency market is dynamic, where prices are often highly unpredictable and volatile, as determined by supply and demand. Therefore, the cryptocurrency market and currencies in the foreign exchange market must be considered extreme risk assets, where the Client should never invest funds that he/she is not prepared to lose.

11. Consequently, it is the Client's firm obligation to ensure that his/her trading account meets the Company's margin requirements, which may be altered from time to time. Margin requirements are essential to maintain an efficient trading operation on the Client's account. The Client agrees to comply accordingly with the Company's margin requirements and accepts to be bound by its amendments.

12. On that premise, the Company reserves the right to raise the Client's capital on short notice to meet the margin requirements and retain his/her ongoing trades. Otherwise, the Company has the right to execute any or all of the following actions when the Client's margin is in complete disorder:

- A.)** The Company can close or stop ongoing trades gradually in order to make up or minimize the floating loss from the total floating profit or variable profit.
- B.)** Trades can be closed entirely to avoid a more significant amount of loss, or trades will be closed entirely if the margin can no longer hold them.
- C.)** In some instances, the Company may close or restrict access to the trading account if the Client's margin is excessively negative, where the Company must take partial control to avoid further damage.
- D.)** If the Client, whether intentional or unintentional, overly opens trades that cannot be handled by his/her margin, the Client will be solely responsible for settling the margin requirements.

13. On the basis thereof, the Client acknowledges and duly accepts the relevant risks of trading. The Client is fully accountable for the losses and damages that may occur in his/her trading account.

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