

RISK DISCLOSURE AND WARNINGS NOTICE

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1. INTRODUCTION

This risk disclosure and warning notice is provided to the Company's Client or prospective Client in compliance to the applicable FCA rules regarding the provision of financial services, which is applicable to One Global Market Ltd ("the Company").

All Clients and prospective Clients should read carefully the following risk disclosure and warnings contained in this document, before applying for the Company for a trading account and before they begin to trade with the Company. However, it is noted that this document does and does not disclose or explain all of the risks and other significant aspects involved in dealing in CFDs. The notice was designed to explain in general terms the nature of the risks involved when dealing in CFDs on a fair and non-misleading basis.

The Client should read the following documents, which together with this Notice, form the Company's agreement with the Client:

- [CLIENT AGREEMENT](#)
- [BEST INTEREST & ORDER EXECUTION POLICY](#)
- [CONFLICTS OF INTEREST POLICY](#)
- [PRIVACY POLICY](#)

2. CHARGES AND TAXES

2.1 General Provisions

The provision of services by the Company to the Client is subject to applicable fees and commissions, details of which are available upon request. Before trading, the Client must review all fees and charges for which they may be liable and remains responsible for monitoring any subsequent updates.

2.2 Fees, Pricing, and Financing

Where charges are in monetary terms, the Client must ensure that they understand the potential financial impact before entering a trade. The Company may amend its fees or introduce new charges at any time.

CFD prices quoted by the Company are determined independently and may differ from market prices reported elsewhere. All pricing is established in accordance with the Company's [Best Interest and Order Execution Policy](#), available on the Company's website. Displayed prices reflect the most recent available rate prior to order placement; actual execution prices may vary due to market conditions.

Open positions held overnight may be subject to financing fees ([Swap Rates](#)), which can be positive or negative depending on prevailing market interest rates and are subject to change without notice.

2.3 Taxes

Although no taxes have historically applied to Clients' CFD trading activity, the Client acknowledges that, in principle, trades in financial instruments could become subject to taxation or other duties if legislation or personal circumstances change. The Company does not provide tax advice and gives no assurance that no tax will ever apply. The Client remains solely responsible for any tax obligations that may arise.

3. CLIENT MONEY AND THIRD-PARTY ACCOUNTS

3.1 Client Money Holding

All money received from Clients is treated as Client Money and is held in a segregated Client Bank Account (CBA) with an FCA-regulated UK institution. These funds are fully segregated from the Company's own funds and maintained in accordance with the FCA's Client Assets Sourcebook (CASS 7). The Company does not transfer or pass Client Money to any third party such as brokers, liquidity providers, clearing houses, or settlement agents. Client Money remains within the segregated account until required for margin, settlement, or withdrawal purposes in accordance with this Agreement.

3.2 Future Third-Party Placement

If, in the future, the Company deems it necessary to place Client Money with another approved bank or authorised institution (for operational or settlement purposes), such placement shall be undertaken strictly in accordance with CASS 7.13 (Depositing Client Money). The Company will exercise all due diligence in selecting, appointing, and periodically reviewing the institution, ensuring it meets applicable regulatory standards.

3.3 Client Money Protections and Risk Disclosure

Client Money held with an FCA-regulated UK institution benefits from the protections afforded under UK law and the FCA's client-money rules. However, in the unlikely event that the Company or the Institution becomes insolvent, Clients may face a delay in recovering funds or may not receive the full amount held. Where Client Money is deposited with any third-party institution in future, it may be held in an omnibus account alongside the funds of other clients, which could make individual identification difficult in the event of insolvency. The Company will not be liable for any shortfall resulting from the failure of a third-party institution but will take reasonable steps to recover such funds on behalf of Clients.

3.4 Conflicts of Interest

A bank, broker, or other counterparty through which the Company conducts transactions may have commercial interests that differ from those of the Client. The Company will identify and manage such conflicts in accordance with its [Conflicts of Interest Policy](#), ensuring that Clients are treated fairly and consistently at all times.

4. INSOLVENCY

The insolvency or default of the Company or any other broker, bank, or counterparty involved in a transaction may result in open positions being liquidated or closed without the Client's consent. In such circumstances, the Client may not recover the full value of their invested assets and may be required to accept any available settlement in cash. Upon request, the Company will provide clarification on the extent of its liability, if any, for losses arising from the insolvency or default of the Company itself or any third party involved in the Client's transactions.

5. FINANCIAL SERVICES COMPENSATION SCHEME (“FSCS”)

The Company participates in the UK Financial Services Compensation Scheme (“FSCS”) for clients of Investment Firms regulated in the UK. You may be entitled to compensation from the FSCS in the event that we cannot meet our obligations. Eligible clients are entitled to compensation under the Financial Services Compensation Scheme (up to £85,000). Further information about compensation is available from the UK Financial Services Compensation Scheme at <https://www.fscs.org.uk/what-we-cover/investments/>.

6. SYSTEM AND TECHNICAL RISKS

6.1 General Risks

The Client acknowledges that trading through electronic systems involves technical risks, including failures or interruptions of software, hardware, communication lines, internet connections, or electricity. Such events may prevent access to the trading platform or cause delays in order execution. The Company shall not be liable for losses resulting from such failures, provided it has taken reasonable measures to maintain system reliability.

6.2 System and Security Failures

Electronic systems may experience malfunctions, disconnections, or cyberattacks beyond the Company’s control. The Client understands that such incidents may cause orders to be executed differently or not at all. The Company applies best-effort security measures but accepts no liability for losses arising from system or network failures, including hacking attempts, where reasonable precautions have been taken.

6.3 Communication and Access

The Client acknowledges that unencrypted communication (such as email or internet use) is not fully secure and may be intercepted or delayed. During periods of high market volatility or technical congestion, access to the Company’s trading systems or telephone lines may be limited. The Company shall not be responsible for delays, connection issues, or losses arising from such access limitations.

6.4 Client Responsibility

The Client is responsible for ensuring proper operation of their own equipment, software, and internet connection. Failures on the Client’s side, such as power outages, poor connectivity, outdated terminals, or misconfigured devices are entirely at the Client’s risk. Any losses resulting from such issues shall be borne solely by the Client.

7. TRADING PLATFORM OPERATION AND FUNCTIONALITY

7.1 General Risks

The Client acknowledges that access to and operation of the Company’s electronic trading platform depend on electronic systems and third-party networks. While these are subject to the technical risks described in Section 6 (System and Technical Risks), the Client accepts that such risks may also affect platform performance and order execution. The Company applies reasonable measures to maintain stable platform operation but shall not be liable for losses resulting from technical or connectivity issues beyond its control.

7.2 Order Processing and Execution

Only one instruction may be processed at a time. Once an instruction is sent, subsequent instructions will be queued or ignored until the first is executed. Orders may therefore be executed sequentially, not simultaneously. If the Client does not receive confirmation of execution and resends an order, they accept the risk that multiple transactions may occur instead of one.

7.3 Quotes and Server Data

The Client understands that the Company's live server is the sole reliable source of price and quote information. Quotes displayed on the Client's terminal may differ or be delayed due to connectivity issues, and therefore cannot be relied upon as definitive market data.

7.4 Order Windows and Modifications

If the Client closes the order or position window after sending an instruction, that instruction cannot be cancelled once it has reached the server. If a pending order has already been executed, any subsequent modification request will only apply to the associated Stop Loss or Take Profit levels.

8. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY

The Company has established a comprehensive Communication Standards Policy to ensure that all communications with clients and third parties, whether written, verbal, or electronic, are conducted in a manner that is clear, fair, and not misleading, in line with applicable regulatory requirements including FCA Principles 6 and 7. This policy emphasizes the importance of maintaining professionalism, ensuring transparency, and obtaining client consent when required. It mandates the use of secure communication channels, appropriate documentation of interactions, and adaptation to client communication preferences. In addition, the policy outlines protocols for record-keeping and monitoring in compliance with GDPR and FCA regulations. Regular staff training is enforced to uphold these standards, and a structured complaints-handling procedure is maintained. The policy is subject to periodic review to remain aligned with evolving regulatory requirements and internal practices, ultimately reinforcing the Company's commitment to client protection and ethical business conduct.

9. FORCE MAJEURE EVENTS

9.1 Definition and Impact

A Force Majeure Event refers to any event beyond the Company's reasonable control, including but not limited to natural disasters, acts of government or war, power or communication failures, system outages, or extreme market conditions. In such cases, the Company may be unable to execute Client orders or meet its obligations under this Agreement, and the Client acknowledges that this may result in financial loss.

9.2 Limitation of Liability

The Company shall not be liable for any loss, damage, or delay arising directly or indirectly from a Force Majeure Event or from the Company's inability to perform its obligations due to such circumstances. During such events, the Company may suspend or alter part or all of its services without prior notice, and the Client acknowledges that such situations may result in the inability to access the Company's platform, execute transactions, or receive information. The Company will take reasonable steps to mitigate the effects of the Force Majeure event and resume normal operations as soon as practicable. However, the Client agrees that the Company shall not be liable for any loss, damage, or inconvenience resulting from such events.

10. ABNORMAL MARKET CONDITIONS

The Client acknowledges that under certain abnormal or volatile market conditions, the execution of Client orders may be difficult or even impossible. Abnormal market conditions may include, but are not limited to, significant market volatility, low liquidity, major economic or political announcements, the opening or closing of trading sessions, and other unforeseen events that severely impact market behavior.

During such conditions, the Company reserves the right to widen spreads, increase margin requirements, limit the size of orders, reject orders, or delay execution. Clients may experience delays in execution, re-quotes, slippage, or orders being executed at prices significantly different from those requested. The Company shall not be liable for any losses arising from such circumstances, and Clients should be aware that these conditions may increase trading risk and result in financial loss.

11. FOREIGN CURRENCY

Trading in financial instruments that are denominated in a currency different from the base currency of the Client's account involves an additional risk related to foreign currency fluctuations. The value of profits or losses arising from such transactions may be affected by changes in exchange rates. Additionally, when a financial instrument is settled in a currency other than the Client's account currency, the final settlement amount may be subject to conversion and associated costs. The Company does not accept any responsibility for adverse exchange rate movements or the costs involved in currency conversion, which may significantly impact the effective return of the investment. Clients should consider the implications of foreign currency exposure and ensure they fully understand the risks before engaging in cross-currency transactions.

12. GENERAL RISK WARNING FOR COMPLEX FINANCIAL INSTRUMENTS

12.1 Nature of Risk

Trading in Contracts for Difference (CFDs) and other derivative financial instruments is highly speculative and involves a significant risk of loss. Such products are not suitable for all investors but only for those who:

- Fully understand the nature of the transactions and the extent of potential losses
- Are willing and financially able to assume the risks involved, including the loss of their entire investment
- Possess sufficient experience and knowledge of CFDs, the underlying markets, and associated trading mechanics.

12.2 Standardised Risk Warning

In accordance with **FCA COBS 22.5.6**, the Company provides the following risk warning:

“CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. The vast majority of retail investor accounts lose money when trading CFDs. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.”

12.3 Market Fluctuation Risk

The value of a CFD position may increase or decrease due to market movements. The Client acknowledges that it is possible to lose the entire amount invested and that CFDs may, at times, become worthless.

12.4 Client Responsibility

The Client must monitor their trading account and open positions at all times. Losses or profits may accrue quickly due to leverage and market volatility. The Client should ensure continuous access to their account and platform to manage positions and margin levels effectively.

12.5 No Investment Advice

The Company does not provide investment advice or recommendations regarding CFDs or the underlying assets. Clients who do not fully understand the risks should seek independent financial advice. If uncertainty remains, the Client should not engage in CFD trading.

12.6 Nature of CFDs

CFDs are derivative instruments whose value is based on the price of an underlying asset such as currencies, indices, metals, or shares. Prices quoted by the Company are derived from these underlying markets. Accordingly, fluctuations in the underlying asset directly affect the Client's CFD positions.

12.7 Trading Relationship and Execution Venue

All CFD transactions are executed with the Company as principal. The Company acts as the execution venue for all client orders and matches them with its liquidity providers. Positions opened with the Company can only be closed through the Company.

12.8 Leverage and Margin Requirements

CFD trading involves the use of leverage, allowing the Client to control larger positions with a smaller deposit (margin). While this can magnify profits, it can also amplify losses.

- A small market movement can result in a proportionally large impact on the Client's account balance.
- If market movements go against the Client's position, they may be required to deposit additional funds (margin calls) on short notice. Failure to do so may lead to automatic closure of positions, and the Client will be responsible for any resulting losses.
- The Company applies Negative Balance Protection to retail clients, ensuring that total losses do not exceed the funds deposited in the account.

12.9 Risk-Reducing Orders

Stop-Loss or Stop-Limit orders cannot guarantee loss limitation in all market conditions. In fast-moving or illiquid markets, such orders may be executed at worse prices, leading to larger losses than expected.

12.10 Volatility and Market Conditions

Prices of CFDs and their underlying assets can fluctuate rapidly and over wide ranges. These price movements are influenced by numerous factors, including economic releases, geopolitical events, and market sentiment. Under extreme market conditions, order execution at stated prices may become impossible, and losses can exceed expectations.

12.11 Liquidity Risk

Some underlying assets may become illiquid or difficult to price during volatile periods. This may prevent timely execution or closure of positions and could result in increased losses.

12.12 Off-Exchange Nature of CFDs

CFDs offered by the Company are over-the-counter (OTC) instruments and not traded on a regulated exchange. As such, they may involve greater risk than exchange-traded products. It may be difficult or impossible to close a position, assess its fair value, or determine exposure to risk. Prices are established by the Company according to its pricing models and liquidity sources.

12.13 Contingent Liability Transactions

- Contingent liability investment transactions, which are margined, require the Client to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. The Margin requirement will depend on the underlying asset of the Financial Instrument. Margin requirements can be fixed or calculated from current price of the underlying instrument and it can be found on the website of the Company.
- If the Client trades in Contracts for Differences, he may sustain a total loss of the funds he has deposited to open and maintain a position. If the market moves against the Client, he may be called upon to pay substantial additional funds at short notice to maintain the position. If the Client fails to do so within the time required, his position may be liquidated at a loss and he will be responsible for the resulting deficit (subject to the negative balance protection offered by the Company to retail clients). It is noted that the Company will not have a duty to notify the Client for any Margin Call to sustain a loss-making position. It is also noted that, with respect to retail CFD Accounts, should the net value of the account

(cash plus running profits minus running losses) fall below 50% of the margin required, we will close some or all of your positions at the current market price.

- Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when the Client entered the contract.
- Contingent liability investment transactions which are not traded on or under the rules of a recognized or designated investment exchange may expose the Client to substantially greater risks

12.14 Suspension or Disruption of Trading

Suspensions of Trading Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, 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. Placing a Stop Loss will not necessarily limit the Client's 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.

12.15 No Delivery of Underlying Asset

It is understood that the Client has no rights or obligations in respect of the Underlying Assets relating to the CFDs he is trading. There is no delivery of the underlying asset.

12.16 Slippage

Slippage is the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, 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.

13. ADVICE AND RECOMMENDATIONS

13.1 No Investment Advice

The Company does not provide investment advice or assess the suitability of any transaction for the Client. All decisions to enter into a transaction are made solely at the Client's discretion and judgment. By requesting the Company to execute a transaction, the Client confirms that they have independently evaluated the risks involved and possess the necessary knowledge, experience, and understanding of CFDs and the underlying markets. The Company assumes no fiduciary duty toward the Client and gives no warranty as to the suitability of any product or service.

13.2 No Legal or Tax Advice

The Company is not obliged to provide, and does not provide, legal, tax, or accounting advice in relation to any transaction. Clients should seek independent professional advice if they are uncertain about the potential tax implications of trading. Tax laws and regulations are subject to change without notice.

13.3 Market Commentary and Information

From time to time, the Company may provide general market commentary, research, analysis, news, or other information through its website, platform, or communications channels. Such materials:

- Are provided for informational purposes only and do not constitute investment advice or a recommendation
- Do not guarantee accuracy, timeliness, or completeness
- May be subject to change or withdrawal without notice
- May be acted upon by the Company prior to being made available to Clients
- Should not be distributed by the Client to persons for whom they are not intended

The Client remains solely responsible for evaluating any such information before making trading decisions.

14. NO GUARANTEES

14.1 No Assurance of Performance

The Company does not and cannot guarantee the performance of the Client's account, the preservation of invested capital, or any specific return on investment. The value of positions may fluctuate, and losses may occur.

14.2 Risk of Loss

The Company provides no assurances or promises of profit, nor of avoiding losses when trading. The Client confirms that no such guarantees have been made by the Company or its representatives and that they are financially able to bear the risks and potential losses associated with CFD trading.

15. ONGOING REVIEW AND AMENDMENT OF RISK DISCLOSURE

The Company reserves the right, at its sole discretion, to review, update, or amend this Risk Disclosure at any time to reflect regulatory changes, market developments, or internal policy revisions. The updated version will be made available on the Company's website and shall take effect immediately upon publication.

16. OTHER INFORMATION

16.1 Financial Services Compensation Scheme (FSCS)

One Global Market Limited is a member of the UK Financial Services Compensation Scheme (FSCS). Eligible retail clients may be entitled to compensation of up to £85,000 in the event that the Company is unable to meet its financial obligations. Further information is available from the FSCS at www.fscs.org.uk.

16.2 Compliance Contact

For clarification or further information regarding this Risk Disclosure or any aspect of the Company's services, Clients may contact the Compliance Department at compliance@ogm.market.

16.3 Regulatory and Legal Risk

Changes in laws, regulations, or judicial decisions may materially affect the value or performance of certain financial instruments or markets. Such regulatory changes can increase operational costs, alter market conditions, or reduce investment attractiveness. These risks are unpredictable and may vary between jurisdictions.