PVP MARKETS

Pro Venture Prime

RISK DISCLOSURE NOTICE

PVP Markets Ltd.

Legal Registration Number 24994 IBC 2018

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1 INTRODUCTION

PVP Markets Ltd (hereinafter the “**Company**”) is incorporated under the laws of Saint Vincent and the Grenadines with Registration 24994 having its registered office at First Floor, First St Vincent Bank LTD Building, James Street, Kingstown, Saint Vincent and the Grenadines. The Company is authorised as an International Business Company under the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009 (herein the “Law”).

The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.

2 DEFINITIONS

CFDs” or “**Contract for Differences**” is an agreement between two parties to exchange the difference between the opening price and closing price of a contract including but not limited to shares, currencies, commodities and index. CFDs provide Investors with all the benefits and risks of owing a security without actually owing it.

3 SCOPE OF THE NOTICE

3.1 The Company provides its Clients with ‘Risk Disclosure Notice’ (the “**Notice”**) to help them understand the risks that might arise when trading CFDs. However, Clients need to bear in mind that the Notice does not contain all the risks and aspects involved in trading CFDs. The Client should carefully read the Notice in conjunction with the ‘Client Agreement’, the ‘Order Execution Policy’ and the documentation information available to the Clients through the Company’s Website.

3.2 The Client should NOT commence trading with the Company until he has read and understood the documents referred. Prior to applying for and opening an account with the Company the Client should consider carefully whether investing in a specific Financial Instrument is suitable for him in the light of his personal circumstances and financial resources.

3.3 The Clients should ensure that any decision to engage in trading CFDs is made on an informed basis and in light of their knowledge and experience as well as to their personal circumstances (including but not limited to their financial position). In addition, Clients need to ensure that they understand the nature of CFDs and the extent of all risks and aspects involved in trading CFDs.

3.4 The Client should acknowledge and understand that CFDs are leveraged financial products and therefore as such, trading CFDs involves a high risk of loss as price movements are influenced by the amount of leverage the Client is using.

3.5 Trading CFDs is not be appropriate for all persons. Under no circumstances, Clients should risk more than they are prepared to lose.

3.6 If the Client does not understand the risks involved he should seek advice and consultation from an independent financial advisor. If the Client still does not understand the risks involved in the investment and trading with Financial Instruments, he should not trade at all.

4 NATURE OF CFDS

4.1 Clients can trade through the Company CFDs on forex, spot metals, futures, shares and

cryptocurrencies.

4.2 A CFD is an agreement between a 'buyer' and a 'seller' to exchange the difference between the current price of an underlying asset (currencies, commodities, indices, shares etc.) and its price when the contract is closed.

Clients classified as Retail Clients receive the highest possible level of protection while Professional Clients and Eligible Counterparties are assumed to be able to properly assess the risks involved and enjoy a lower level of protection.

4.3 CFDs are leverages products. They offer exposure to the markets while requiring a Client to only put down a small margin ('deposit') of the total value of the trade. They allow investors to take advantage of prices moving up (by taking 'long positions') or prices moving down (by taking 'short positions') on underlying assets.

The performance of such products depends on different market conditions which can have positive or negative effects on the performance of a product. Therefore, when trading in CFDs, the market can move in Client's favour for a profit or against it for a loss.

Although CFDs and other financial derivative products can be utilised for the management of investment risk, some of these products are unsuitable and not appropriate for many clients as they carry a high degree of risk.

CFDs and other financial derivatives are leveraged products and involve a high level of risk. It is possible to lose all capital.

5 RISKS ASSOCIATED WITH TRADING COMPANY'S PRODUCTS

In considering whether to engage in trading in CFDs, a Client should be aware of the following:

5.1 General Risks associated with the Financial Instruments offered by the Company:

A) The Company does not and cannot guarantee the initial capital of the Clients' portfolio or its value at any time or any money invested in any financial instrument.

B) Transactions undertaken through the dealing services of the Company may be of a speculative nature. Large losses may occur in a short period of time, equalling the total of funds deposited with the Company.

C) Should the Equity of the Client be insufficient to hold current positions open, the Client may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the time specified may result in the liquidation of positions at a loss and he will be liable for any resulting deficit.

D) Under certain market conditions, it may be difficult or impossible to execute Client's order.

E) The Client must understand that the price of the financial instruments being traded is determined by fluctuations in markets outside our control.

F) The Company does not guarantee that an order the Client places to limit the loss on a trade (‘stop loss’) will be filled at the price that he specifies. In a fast-moving market, Client’s order may be liable to ‘gap through’, with the result that his trade is closed at an increased loss as compared with the level of the order that was placed. In the event that a ‘gap through’ occurs there can be a markedly different price in the financial instrument being traded with no opportunity to close a Client’s trade in-between. Therefore, an order a Client places to limit the loss on a trade should not be treated as a guarantee to limit the loss on that trade to a specific amount.

G) The Client’s attention is expressly drawn to CFDs on currencies traded irregularly or infrequently that it cannot be certain that a price will be quoted at all times or that it may be difficult to effect transactions at a price which may be quoted owing to the absence of a counterparty.

H) Some financial instruments are quoted and settled in currencies other than the base currency of Client’s account. Trading in these instruments carries additional risk as the currency exchange rate at the time a Client closes a trade and when the balance is converted to a Client’s base currency at the close of business on the same day may have fluctuated against the Client. Therefore, if a Client trades in an instrument that is not quoted in the base currency of his account, currency exchange fluctuations will have an impact upon his profits and losses.

I) Any funds a Client deposits with the Company or is credited to his Account will be held in one or more segregated client bank accounts. The client bank accounts will be pooled accounts holding funds of other clients of Company’s and will not hold any of Company’s own money. A Client shall have an ownership interest in his share of the balance in the relevant client bank account. However, in the event that a bank at which the client bank account is held has become insolvent or has otherwise failed and is unable to return the full amount of funds held in the client bank account, a Client may not receive all the funds to which he has an ownership interest.

J) There is a risk that the Client’s trades in Financial Instruments may be or become subject to tax and/or any other duty because of changes in legislation and/or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client acknowledges that he is solely responsible for any taxes and/or any other duty which may accrue in respect of his trades.

K) Before the Client begins trading, he should obtain details of all commissions and other charges for which the Client will be liable. If any charges are not expressed in money terms (e.g. as a dealing spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

L) The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind.

M) There may be situations, movements and/or conditions occurring at the weekend, at the beginning of the week or intra-day after the release of significant macroeconomic figures, economic or political news that make currency markets to open with price levels that substantially differ from previous prices. In this case, there is a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

N) Cryptocurrencies can widely fluctuate and may result in significant losses over a short period of time. Due to the complexity and the high risk involved in the trading of CFDs on cryptocurrencies, the Clients are faced with a high risk of losing all of their invested capital.

O) Trading with CFDs on cryptocurrencies is not appropriate for all Clients; Clients should possess the necessary knowledge and expertise in this specific product and must be aware and understand the specific characteristics and risks involved with trading with CFDs on cryptocurrencies.

P) Changes in, or the introduction of new, rules, regulations and laws or the way in which they are applied or interpreted may impact Client’s trading with the Company. The Client may be exposed to the risks arising under the rules, laws and regulations of jurisdictions other than the jurisdiction in which he is located and/or which he is familiar with.

Q) Trading online, no matter how convenient or efficient, does not necessarily reduce risks associated with trading. In addition, by trading online, Client faces risks of slow or no internet connectivity and hardware or software failures.

R) It is Client’s responsibility to monitor the account at all times. It is important that a Client monitors his positions closely due to the speed at which profits, or losses can be incurred. If a Client has open trades he should always be in a position to access and manage his account.

5.2 Specific Risks associated with transactions in Financial Instruments of the Company

A) The Client should unreservedly acknowledge and accept that, regardless of any information which may be offered by the Company, the value of the Supported Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

B) The Client should also unreservedly acknowledge and accept that he runs a great risk of incurring losses and damages, up to all his invested capital, as a result of the dealing in Financial Instruments and accepts and declares that he is willing to undertake this risk.

5.3 Third Party Risks

A) The Company may be required to hold Client's money in an account that is segregated from other Clients and the Company's money in accordance with current regulations, and this may not afford complete protection.

B) The Company may pass money received from the Client to a third party (i.e. a bank) to hold or control in order to affect a Transaction through or with that person or to satisfy the Client's obligation to provide collateral (i.e. 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.

C) 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 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.

D) A Company or Bank or Broker through whom the Company may deal with could have interest's contrary to the Client's interests. The Company shall act in the bests interests of the Client and shall follow the procedure outlined in the Conflicts of Interest Policy of the Company available at the Company's website(s).

E) The insolvency of the Company or of a Bank or Broker used by the Company to affect its transactions may lead to the Client's positions being closed out against his wishes.

5.4 Trading Platform Risks

A) Clients, who undertake transactions on an electronic trading system, will be exposed to risks associated with the system including the failure of hardware and software (Internet/Servers). The result of any system failure may be that an order is either not executed according to the instructions provided for it or is not executed at all. The Company does not accept any liability in the case of such a failure. The use of wireless connections or dial-up connections, or any other form of unstable connection at the client's end, may result in poor or interrupted connectivity or lack of signal strength causing delays in the transmission of data between the Client and Company, when using the Company's Electronic Trading Platform. Such delays or disturbances may result in the Client sending to the Company out of date 'Market Orders'. In these circumstances, the Company will update the price and execute the order at the best available 'market price'.

B) The Client acknowledges that only one Instruction is allowed to be in the queue at one time. Once the Client has sent an Instruction, any further Instructions sent by the Client are ignored and the "orders is locked" message appears until the first Instruction is executed.

C) The Client acknowledges that when an Order is closed or being executed, it may not be cancelled or modified.

D) The Client may lose all amounts he has deposited with the Company as a margin. The placing of certain orders available on the Trading Platform (i.e. "stop-loss" or "limit" orders) that are intended to limit losses to certain amounts may not always be effective because market conditions or technological limitations may make it impossible to execute such orders.

5.5 Technical Risks

A) The Client and not the Company shall be responsible for the risks of financial losses caused by failure, malfunction, interruption, disconnection or malicious actions of information, communication, electricity, electronic or other systems.

B) The Company has no responsibility if authorised third persons have access to information, including electronic addresses, electronic communication and personal data, access data when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, telephone, or any other electronic means.

6 LEVERAGE

6.1 As CFD products entail the use of leverage, a Client may deposit a relatively smaller proportion of the overall contract value to open a trade. This can work for and against a Client as a relatively small movement in the price of the underlying financial instrument being traded can have a disproportionate effect on a Client's trade. This may result in Client achieving a higher profit if the price of the underlying financial instrument moves in his favour, but, equally, may result in him incurring significantly higher losses as an equally small adverse market movement may quickly result in the loss of the entire invested capital.

6.2 A Client therefore, should fully acknowledge and accept that when using a leverage, the value of the CFDs may significantly fluctuate downwards or upwards and the investment may become of no value.

7 VOLATILITY

7.1 The prices of CFDs and the Underlying assets may be volatile and unpredictable and may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of can be controlled by the Clients or by the Company. Those movements will affect the Company's prices, whether or not the Clients can open or close a position and the price at which the Clients can do so. Therefore, under certain market conditions, it may be impossible to execute any type of order at the declared price. Therefore, even 'stop-loss orders', whereby the Client's trade will be executed only when the CFD the Clients wants to buy or sell reaches a particular price (the stop price), cannot guarantee the limit of loss. 'Stop-loss orders' are not guaranteed to be filled at the price the Clients states. Once the 'stop-loss orders' has been triggered, it turns into a market order, which is filled at the best possible price. This price may be lower than the price specified by the 'stop-loss orders'. The prices of CFDs will 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 market place.

7.2 Trading in CFDs is speculative and involves a high degree of risk. In particular, because it will be conducted using a margin (which covers only a small percentage of the value of the underlying asset being traded), as such, even small price changes in the underlying assets of CFDs can result in significant losses. A Client should be aware that by trading with CFDs he may lose the margin held at the Company that serves for the purposes of collateral for opening and maintaining your trading positions.

8 MARGIN REQUIREMENTS

8.1 The Client is required to deposit a margin with the Company in order to open a trade. The margin requirement will depend on the underlying instrument of the derivative

Financial Instrument and it is disclosed on the Company's website. When the margin level required to maintain the open position(s) in a Client's trading account falls below the minimum margin requirement, as specified by the Company, the Company may, but has no obligation whatsoever, issue a 'margin call' and in this case a Client will have to either increase the 'equity' in his trading account by depositing additional funds and/or close his positions. If a Client does not perform any of the aforementioned and the trading account reaches or falls below the 'stop out level', as this is specified by the Company, the automatic 'stop out mechanism' will be initiated and will start closing the open positions at the current market prices, in descending order on the basis of level of loss of each trade.

8.2 The Company guarantees that there will be no negative balance in a Client's account when trading in financial instruments provided by the Company due to the negative balance protection offered by the Company.

8.3 The below example illustrates how the market can move in a Client's favour or against it when trading in CFDs. It should be noted however, that the example provided herein below is provided for illustrative purposes only and do not necessarily reflect current or future market or product movements, the values that the Company will apply to a trade, nor how such trades impact Client's personal circumstances.

Calculating Metals and Energies Margin Requirements - Example

Account base currency: USD

Position: Open 10 lots BUY XAUUSD at 1,316.99

1 Lot size: 100 Ounces

Leverage limit: 1:20

Notional value: 10 * 100 * 1,316.99 = 1,316,990 USD

Margin required: 1,316,990 USD / 20 = 65,849,50 USD

The aforementioned example does not and should not constitute general or personal advice to any person reading this document.

9 TOTAL LOSS MIGHT EXCEED THE INITIAL AMOUNT

9.1 The Client acknowledges and understands that risk of loss arising from trading in CFDs can be substantial and the Client might lose more than the Initial Amount and any additional amounts, including the Margin Requirement as explained above in paragraph 8. While CFD trading typically only requires depositing a small percentage of the total trade volume (the margin requirement), profits and losses can quickly exceed the Margin Requirement, requiring the margin requirement to be adjusted at the initial amount.

10 PRICES AND COSTS

10.1 The prices generated by Company's trading platform(s) are derived from the prices of the relevant underlying instruments, which the Company obtains from third party liquidity/ price providers. The prices of CFDs that a Client trades with the Company include a mark-up; this means that the spreads offered by the Company comprise of the raw spreads received from liquidity/ price provider(s) and a mark-up (where applicable).

10.2 If a Client holds any positions overnight, then an applicable swap charge will apply. The swap values are clearly stated on the Company's website and accepted by the Client during the account registration process as they are described in the Company's Terms and Conditions. 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 Financial Instrument at any given time and the Client acknowledges that he will be informed by the Company's main website.

10.3 The Client further acknowledges that he is responsible for reviewing the contract specifications located on the Company's main website and for being updated on the level of swap value prior to placing any order with the Company.

11 REVIEW

11.1 The Company reserves the right to review and/or amend its Risk Disclosure, at its sole discretion, whenever it deems fit or appropriate.

RISK WARNING:

It is emphasized that for many members of the public, dealings in Contracts for Differences (CFDs) will not be appropriate. The Client should not engage in any dealings directly or indirectly in CFDs unless he knows and understands the features risks involved in them and that he may lose entirely all of his money and also be imposed extra charges.

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