



## RISK DISCLOSURE POLICY

Nakito SA owns and operates the brand “FirstECN” ([www.firstecn.com](http://www.firstecn.com)). Nakito SA is duly registered in Comoros Union with a registration number HT00324015, regulated by MISA (MWALI International Services Authority) with a brokerage license number BFX2024050 and registered office address at Bonovo Road, Fomboni, Comoros, KM (hereinafter referred to as the “Company” or “we” or “us”).

This Risk Disclosure Policy (hereinafter the “Policy”) provides clients of the Company with information in general terms regarding the nature of risks associated when investing in the Company’s financial derivative instruments on a fair and non-misleading basis.

**It must be noted that this Policy cannot and does not disclose or explain all of the risks and other significant aspects associated with the Company’s offered financial derivative instruments (hereinafter “products”, “financial derivative instruments”, “CFDs”, “Forex/CFDs”, “financial instrument (s)”) and services. This is a General Risk Warning which the Client agrees to when opening an account with the Company during the registration process.**

**By ticking the relevant box when opening a trading account with FirstECN, You confirm that You have read, understood, and agree to our Risk Disclosure Policy.**

Clients acknowledge, understand, and accept that any investment in financial instruments entails substantial risks, the degree of which depends on the nature of each investment and may not be suitable for all investors. The value of any investment may increase or decrease in value and investors may lose their invested capital. By establishing a business relationship with the Company, clients accept and are willing to undertake such risk.

Information on the previous/past performance of a financial instrument it is not a guarantee for its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the financial instruments to which the said information refers.



When financial instruments are traded in a currency other than the currency of the client's country of residence, any changes in the exchange rates may have a negative effect on its value, price, and performance. Clients acknowledge, understand, and accept that the provision of services is subject to charges, either in monetary terms or as a percentage of a contract value. FirstECN may change its charges, in accordance with the process stated in its Terms and Conditions.

All clients and prospective Clients (the “client”, “your”, “You”, “he”, “she”) should carefully read the following risk disclosure and warnings contained herein, before registering to the Company for opening a trading account and before commencing any trading activities via the Company’s website or/and platform(s).

The risks associated with the Company’s products and services are not exhaustively provided below. This document cannot and does not disclose or explain all of the risks or other significant aspects involved in dealing with our offered products and services. Each offered product and service has its own distinct risks. The Company executes the client’s orders in relation to the financial product of Contracts For Differences (“CFDs”) in stocks, commodities, indices, currency pairs (FX), etc.

Prior to applying for an account, you should consider carefully whether trading in Forex/CFDs provided by the Company is suitable for you in light of your needs, personal circumstances, and financial situation. Trading in Forex/CFDs entails the use of leverage. If you are in any doubt about the risks involved with your account, you should seek professional advice.

### **1. General Risk Warning**

By consenting to the Company’s Terms and Conditions and Risk Disclosure Policy Clients acknowledge that they should not engage in any dealings directly or indirectly in the Company’s products (financial derivative instruments) unless they know and have a clear understanding of the risks involved. You should consider your investment objectives, risk tolerance, financial resources and level of knowledge and experience before to proceed with any financial instruments offered by the Company. If Clients do not understand the risks involved when dealing in financial instruments and/or are not familiar with dealing in financial



instruments they should not seek to establish a business relationship with the Company and/or refrain from trading if a business relationship has already been attained with the Company.

Trading in Forex/CFDs is highly speculative, involves an outstanding risk of loss and is not suitable for everyone but only for those investors who understand and are willing to assume the economic, legal and other risks involved and are financially able to bear the loss of their invested capital by also having the knowledge to understand Forex/CFD trading and the underlying assets.

**The client represents, warrants, and agrees that understands the risks associated with Forex/CFDs trading and can bear financially any risks involved.**

The Client should be aware of all the risks associated with trading in CFDs and seek independent professional expert advice if he has any doubts. The Company does not provide such advice. If the Client does not understand the risks involved in trading in CFDs, he should not trade at all.

## **2. Technical Risks**

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.

If the Client undertakes transactions on the Company's trading platform, he will be exposed to risks associated with the system including the failure of hardware, software, servers, communication lines and internet failure. The result of any such failure may be that his order is either not executed according to his instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure.

Further, the Client acknowledges that the unencrypted information transmitted by e-mail is not protected from any unauthorized access. At times of excessive deal flow the Client may have some difficulties connecting over the phone or the Company's trading platform(s)/system(s).



The Client acknowledges that the internet may be subject to events that may affect his access to the Company's Website and/or the Company's trading platform(s)/system(s), including but not limited to interruptions or transmission blackouts, software and hardware failure, internet disconnection, public electricity network failures or hacker attacks. The Company is not responsible for any damages or losses resulting from such events which are beyond its control or for any other losses, costs, liabilities, or expenses (including, without limitation, loss of profit) which may result from the Client's inability to access the Company's Website and/or trading system/platform or delay or failure in sending orders or Transactions.

The Client is warned that when trading in the Company's trading platform (which can be provided by a third party (ies) he assumes the risk of financial loss which may be a result of:

- Failure of Client's devices, software and poor quality of connection;
- The Company's or Client's hardware or software failure, malfunction, or misuse.
- In connection with the use of computer equipment and data and voice communication networks, the Client bears the following risks amongst other risks in which cases the Company has no liability for any resulting loss:
  - a) Power cut of the equipment on the side of the Client or the provider, or communication operator (including voice communication) that serves the Client;
  - b) Physical damage (or destruction) of the communication channels used to link the Client and provider (communication operator), provider, and the trading or information server of the Client;
  - c) Outage (unacceptably low quality) of communication via the channels used by the Client, or the Company or the channels used by the provider, or communication operator (including voice communication) that are used by the Client or the Company;
  - d) Wrong or inconsistent with requirements settings of the Client Terminal;
  - e) Untimely update of the Client Terminal;
  - f) When carrying out transactions via the telephone (land or cell phone lines) voice communication, the Client runs the risk of problematic dialing, when trying to reach an employee of the broker service department of the Company due to communication quality issues and communication channel loads;



- g) The use of communication channels, hardware, and software, generates the risk of non-reception of a message (including text messages) by the Client from the Company;
- h) Trading over the phone might be impeded by the overload of connection;
- i) Malfunction or non-operability of the Platform, which also includes the Client Terminal. The Client may suffer financial losses caused by the materialization of the above risks, the Company accepts no responsibility or liability in the case of such a risk materializing and the Client shall be responsible for all the related losses he may suffer.

### **3. Trading Platform**

The Client is warned that when trading in the trading platform he assumes the risk of financial loss which may be a consequence of amongst other things:

- Failure of Client's devices, software, and poor quality of connection.
- The Company's or Client's hardware or software failure, malfunction or misuse.
- Improper work of Client's equipment.
- Wrong setting of Client's Terminal.
- Untimely update of the Client Terminal.

The Client acknowledges that only one instruction is allowed to be in the queue at one time. Once the Client has sent an instruction, a new instruction can be given to the Company.

The Client acknowledges that the only reliable source of quote flow information is that of the live server's quotes base. Quotes base in the client terminal is not a reliable source of quotes flow information because the connection between the client terminal and the server may be disrupted at some point and some of the quotes may not reach the client terminal.

The Client acknowledges that when he/she closes the order placing/ deleting window or the position opening/closing window, the instruction, which has been sent to the server, shall not be canceled.

Orders may be executed one at a time while being in the queue. Multiple orders from the same client account in the same time may not be executed.



The Client acknowledges that when the Client closes the Order, it shall not be cancelled.

In case the Client has not received the result of the execution of the previously sent order but decides to repeat the order, the Client shall accept the risk of making two transactions instead of one.

The Client acknowledges that if the pending order has already been executed but the Client sends an instruction to modify its level, the only instruction, that will be executed, is the instruction to modify Stop Loss and/or Take Profit levels on the position opened when the pending order triggered

#### **4. Contract For Differences (CFDs) Risks**

CFDs involve different levels of exposure to risk and in deciding whether to trade in such instruments the Client should be aware of the risks and factors contained in this document. However, it is noted that this document cannot disclose all the risks and other important aspects of derivative financial instruments such as Contracts for Differences (CFDs).

**Trading in CFDs is VERY SPECULATIVE AND HIGHLY RISKY and is not suitable for all members of the general public.**

CFDs are high-risk and complex financial instruments that involve a variety of risks. Trading CFDs can put capital invested at risk and clients may lose more than the capital/margin used to open one position, such losses may extend to the loss of the client's entire deposited amount.

The Client should also be satisfied that the product is suitable for him in the light of his personal financial circumstances, financial resources, lifestyle and obligations and is financially able to assume the loss of their entire investment.

The Client acknowledges and without any reservation accepts that, notwithstanding any general information which may have been given by the Company, the value of any investment in the Company's offered products may fluctuate either upwards or downwards.

The Client should have the knowledge to understand CFDs trading and the underlying assets and markets. CFDs are derivative financial instruments deriving their value from the prices of



the underlying assets/markets which they refer (for example currency, equity indices, stocks, metals, indices. It is important therefore that the Client understands the risks associated with trading in the relevant underlying asset/ market because fluctuations in the price of the underlying asset/ market will affect the profitability of his trade.

The client acknowledges and without any reservation accepts the existence of a substantial risk of incurring losses and damages as a result of opening or closing “Buy” or “Sell” positions in any of the products offered and acknowledges his willingness to take such risk.

The Company will not provide the Client with any advice relating to CFDs, the underlying assets and markets or make investment recommendations of any kind. So, 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 trading in CFDs, he should not trade at all.

Trading in CFD is very speculative and highly risky and is not suitable for the general public but only for those investors who understand and are willing to assume the economic, legal, and other risks involved, considering their personal financial circumstances, financial resources, lifestyle, and obligations are financially able to assume the loss of their entire investment and have the knowledge to understand CFDs trading and the underlying assets/markets. We provide below the non-exhaustive risks particularly associated with transactions in FX/CFDs:

**Leverage and Gearing:** Transactions in foreign exchange and derivative financial instruments such as CFDs carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign exchange or derivatives contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit; this may work against the Client as well as for the Client. The Client may sustain a total loss of initial Margin funds and any additional funds deposited with the Company to maintain his position. If the market moves against the Client's position and/or Margin requirements are increased, the Client may be called upon to deposit additional funds on short notice to maintain his position. Failing to comply with a request

for a deposit of additional funds, may result in closure of his position(s) by the Company on his behalf and he will be liable for any resulting loss or deficit.

**Margin:** Clients are required to deposit a margin with the Company in order to open a position. The margin requirement will depend on the underlying instrument of the derivative products, the level of leverage, and the value of the position. The Company may not notify the client of any margin call to sustain a loss-making decision. The Company has the discretionary right to start closing positions when the margin level falls below the threshold. The Company guarantees that there will be no negative balance in the account when trading the instruments provided by the Company. Trading in Forex/CFDs entails the use of leverage. In considering whether to engage in this form of investment, you should be aware of the high degree of leverage. This stems from the margin system applicable to such trades which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market movement is in your favor, you may achieve a good profit, but an equally small adverse market movement may quickly result in the loss of your entire deposit. You must not trade in Forex/CFDs unless you are willing to undertake the risk of losing all the money that you have invested. Should the equity in your trading account be insufficient to hold current positions open, you will be required to deposit additional funds at short notice or reduce exposure (margin call) should you be required to keep your positions open. Failure to do so within the time required may result in the liquidation of positions at a loss (i.e. stop-out). The client is always responsible for any losses incurred as a result.

**Volatility:** Forex/CFDs can be highly volatile, and the value of the underlying instruments may fluctuate rapidly under certain market conditions, which cannot be controlled either by the Company or the client therefore stop loss order cannot guarantee the limit of loss. Movements in the price of underlying markets can be volatile and unpredictable. This will have a direct impact on your profits and losses. The price of the products depicted on our platform or website may 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 marketplace.



**Gapping:** is a sudden shift in the price of an underlying market from one level to another and can occur when the underlying market is either open or even closed due to various factors/events. When such factors/events occur and the underlying market is closed, the price of the underlying market when it re-opens may be different from the closing price with no opportunity to sell the product before the market opens.

**Liquidity:** The client accepts and acknowledges that the products offered by the company may be inherently illiquid or sometimes face persistent liquidity strains due to adverse market conditions. Illiquid products may exhibit high levels of volatility in their prices and consequently a higher degree of risk, this typically leads to larger gaps in ASK and BID prices for an underlying instrument than would otherwise prevail under liquid market conditions. These large gaps may be reflected in the prices of the derivative products that the Company offers.

**Slippage:** Slippage is the difference between the expected price of an order in a CFD or, and the price the order is actually executed at. Slippage often occurs during periods of higher volatility making an order at a specific price impossible to execute 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.

**Swaps:** The value of open positions is subject to swaps which are deducted from the client's account for instruments held overnight throughout the life of the contract. 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 CFD at any given time and the client acknowledges that he will be informed by the Company. The client further acknowledges that he is responsible for reviewing the CFDs specifications located on the Company's websites to be updated on the level of swap value prior to placing any order with the Company.

**OTC (Over-the-Counter):** The Company's products are traded over the counter meaning that your positions will be placed off-exchange. While some off-exchange markets are highly liquid, transactions in off-exchange or nontransferable derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out

an open position. It may be impossible to liquidate an existing position, assess the value of the position arising from an off-exchange transaction, or assess the risk exposure.

**Suspension of Trading:** 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 it may be difficult or impossible to liquidate a position. Placing a Stop Loss will not necessarily limit your potential 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.

**No delivery:** 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.

**Orders:** On the Company's platform there are available orders e.g., "stop-loss" orders, which are intended to limit losses to certain amounts. Such orders may not be adequate given that market conditions make it impossible to execute such orders, e.g., due to illiquidity in the market. We aim to deal with such orders fairly and promptly, but the time taken to fill in the order and the level at which the order is filled depends upon the underlying market. In fast-moving markets, a price for the level of your order might not be available, or the market might move quickly and significantly away from the stop level before we fill it. Stop Limit and Stop Loss Orders cannot guarantee the limit of loss.

**Price:** CFDs are derivative financial instruments deriving their value from the prices of the underlying assets/markets to which they refer. It is important therefore that the client understands the risks associated with trading in the relevant underlying asset/ market because fluctuations in the price of the underlying asset/ market will affect the potential profitability of the trade. The Company will provide the prices to be used in trading and valuation of client positions in accordance with its internal policies and procedures. The trading rates assigned to the assets on the Company's website are the ones at which the Company is willing to sell Forex/CFDs to its clients at the point of sale. As such, they may not directly correspond to real-time market levels at the point in time at which the sale of options occurs and may differ from prices reported elsewhere.

It is noted that the prices displayed on the Company's trading Platform reflect the last known available price at the moment, prior to placing any order. As such, the price that the client receives when he opens or closes a position will not correspond to real-time market levels at the point in time at which the sale of the CFD occurs or reflect the prices of third-party brokers/providers.

Any information disclosed or provided by the Company in any form regarding the previous performance/price of CFDs on any underlying asset/market does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the CFDs to which the said information refers.

Some products trade within wide intraday ranges with volatile price movements. Therefore, the client must carefully consider that there is a high risk of losses. The price of a financial instrument is derived from the price of the underlying asset in which the financial instrument refers to.

Financial instruments and related underlying markets can be highly volatile. The prices of financial instruments and the underlying asset may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the client or the Company. Under certain market conditions, it may be impossible for a Client Order to be executed at declared prices leading to losses. The prices of financial instruments and the underlying assets will be influenced by, among other things, changing the 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.

The Company's trading prices are the ones at which the Company is willing to sell CFDs to its Clients at the point of sale. As such, they may not directly correspond to real-time market levels at the point in time at which the sale of CFD occurs



## 5. Charges and Taxes

The provision of services by the Company to the Client is subject to fees. Before the Client begins to trade, he should obtain details of all fees, commissions, and charges for which the Client will be liable. It is the Client's responsibility to check for any changes in the charges.

If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), the Client should ensure that he understands what such charges are likely to amount to.

The Company may change its charges at any time.

There is a risk that the Client's trades in any financial instruments the trade may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Company does not offer tax advice.

The Client is responsible for any taxes and/or any other duty which may accrue in respect of his trades.

## 6. Advice and Recommendation

The Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the services do not include the provision of investment advice in CFDs or the underlying markets.

The Client alone will enter into transactions and take relevant decisions based on his own judgment. In asking the Company to enter into any transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation for the risks of the transaction. The Client represents that has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any transaction. The Company gives no warranty as to the suitability of the products traded under the Terms and Conditions/Client Agreement and assumes no fiduciary duty in its relations with the Client.



The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or send by email or provide to subscribers via its Website or the trading platform or otherwise) with information, news, market commentary or other information but not as a service. Where it does so:

- (i) the Company will not be responsible for such information,
- (ii) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related transaction,
- (iii) this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client,
- (iv) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that will not pass it on to any such person or category of persons,
- (v) the Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.
- (vi) It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

## **7. Force Majeure Event**

In the event of a Force Majeure Event, the Company may not be in a position to arrange for the execution of client orders or fulfill its obligations under the applicable Terms and Conditions with the client or fail or delay in performing its obligations. As a result, the client may suffer financial loss.

The Company will not be held liable or have any responsibility for any type of loss or damage arising, directly or indirectly, due to a Force Majeure event.

## **8. Abnormal Market Conditions**

Abnormal Market Conditions include but are not limited to times of rapid price fluctuations of 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, or there is a lack of liquidity, or this may occur at the opening of trading sessions.

The client acknowledges that under abnormal market conditions, the period during which the Orders are executed may be extended or it may be impossible for orders to be executed at declared prices or may not be executed at all.

## **9. Third-party risks**

The Company may transfer deposited money received from clients to a third party e.g. OTC counterparty, clearing house, bank, liquidity provider, or intermediate broker in the course of facilitating the transactions of the client or to effect a transaction through or with that party. The Company bears no responsibility for the insolvency, acts, or omissions of any such third party.

The third party to whom the Company will transfer the 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 withdrawal or winding up proceedings against the third party, this may lead to the client's positions being liquidated or closed against the client's wishes or non-execution of client orders/transactions. In addition, the Company may only have an unsecured claim against the third party on behalf of the client and the client understands that



there is a risk that his/her claim will not be satisfied. The Company does not accept any liability or responsibility for any resulting losses.

The Company may deposit Customer money with a depository who may have a security interest, lien, or right of set-off in relation to that money. A third party through whom the Company deals with could have interests contrary to the Customer's interests.

#### **10. No Guarantees for Profits**

The Client acknowledges and accepts that has received no guarantees for profits from the Company or from any of its representatives. The Client acknowledges that is aware of the risks inherent in trading and is financially able to bear such risks and withstand any losses incurred. The Company provides no guarantee of profit or of avoiding losses when trading.

#### **11. Insolvency**

In the unlikely event that the Company becomes insolvent it may be unable to meet its obligation towards you. Insolvency proceedings or default may lead to your positions being liquidated or closed out without your prior consent.