

Risk Disclosure Notice

Elite Crescent Capital
February 2022



# **Elite Crescent Capital**

# Risk Disclosure Notice

#### 1. Introduction

This Risk Disclosure Notice forms part of the Customer Agreements as defined in the User Agreement and is provided to you in accordance with regulatory requirements. The purpose of this Notice is to inform you about the risks associated with the trading services offered by Elite Crescent ("we", "us", "our", "ours" and "ourselves" as appropriate) and to help you understand the nature and risks of the products and services we offer.

Please note that this Notice does not and cannot disclose or explain all the risks and other significant aspects associated with trading financial instruments. It is designed to provide you with general information and does not replace the need for you to read and understand the specific documents that make up our agreement with you, including but not limited to:

- 1. Terms of Business
- 2. Instrument Information
- 3. Trading Manuals
- 4. Order Execution Policy
- 5. Summary Conflict of Interest Policy
- 6. Privacy Policy and Cookie Policy

We encourage you to read and fully understand these documents before commencing trading with us.

# 2. TRADING PRODUCTS OFFERED

We offer trading services in Contracts for Differences (CFDs), rolling spot FX contracts, rolling spot bullion contracts, and Non-Deliverable Forwards (NDFs). These are derivatives and are considered complex products which may not be suitable for everyone. You should carefully review all documents that make up the Customer Agreement to ensure you have a comprehensive understanding of how our products may function in different market conditions.

# 3. EXECUTION OF ORDERS

We execute each Order you place with us by placing an order, identical in all respects apart from settlement (a Back-to-Back Order), on an appropriate liquidity pool. We act as principal for each trade that you enter into with us. In exceptional circumstances, for example where no trusted price is available, we may in our sole discretion obtain prices from brokers that provide prices for CFDs



and rolling spot FX contracts or obtain prices from our other customers and use these prices for our trades with you. Again, we will be entering into trades with you on a principal-to-principal basis. In such circumstances, you may not be able to open or close a position when you want to.

#### 4. REGULATORY INFORMATION

Elite Crescent is authorized and regulated by the England and Wales Companies House. Our Firm Reference Number is 13617006, and we are a company registered in United Kingdom with the company registration number 13617006. Our registered address is 382 KENTON ROAD, HARROW, MIDDLESEX, HA3 8DP.

#### 5. RISK WARNING

Trading in CFDs, FX, and other complex instruments carries a high level of risk and may not be suitable for all investors. A significant percentage of retail investor accounts lose money when trading leveraged products with Elite Crescent. You should consider whether you understand how these products work and whether you can afford to take the high risk of losing your money.

Our trading service is execution-only, meaning that we carry out your trading instructions without providing any investment advice. When deciding whether this type of trading is suitable for you, you should consider the following risks:

- 1. Leverage: Our services involve a high degree of leverage or gearing. This can work for and against you, as a relatively small movement in the price of the financial instrument being traded can have a disproportionate effect on your trade, resulting in significant profits or losses. These losses may exceed the cash you have deposited with us.
- 2. Account Monitoring: It is your responsibility to monitor your account at all times. Due to the speed at which profits or losses can be incurred, it is important that you closely monitor your positions and working orders, as well as being in a position to access and manage your account 24 hours a day, 7 days a week.
- 3. Market Fluctuations: The price of financial instruments being traded is determined by fluctuations in markets outside our control, and the historical performance of a financial instrument is no indication of its future performance.
- 4. Margin Calls: You may be required to deposit additional funds into your account at short notice to support your open trades and working orders. Failure to deposit additional funds when required may result in all of your open trades being closed out and your working orders canceled by us without notice.
- 5. Liquidity Risk: There may be circumstances, such as large positions or low liquidity, where it is not possible to close your open trades immediately. It may take days or even weeks to do so. During this period, the value of your open trades could fall, possibly by a significant sum, and you will be liable for the full amount of the losses that arise.
- 6. Currency Risk: Some of our financial instruments are quoted and settled in currencies other than the base currency of your account. Trading in these instruments carries additional risk as the exchange rate at the time you close a trade and when your balance is converted to your base currency at the close of business on the same day may have fluctuated. Therefore, if you



trade in an instrument that is not quoted in the base currency of your account, currency exchange fluctuations will impact your profits and losses.

- 7. Stop-Loss Orders: We do not guarantee that an order you place to limit the loss on a trade will be filled at the price that you specify. In a fast-moving market, your order may be liable to 'gap through,' resulting in your trade being closed at an increased loss as compared to the level of the order you placed. Therefore, an order you place to limit the loss on a trade should not be treated as a guarantee to limit your loss on that trade to a specific amount.
- 8. Regulatory Changes: Changes in, or the introduction of new, rules, regulations, and laws, or the way in which they are applied or interpreted, may impact your trading with us. You may be exposed to the risks arising under the rules, laws, and regulations of jurisdictions other than the jurisdiction in which you are located and/or with which you are familiar.
- 9. Client Money Protection: Any money you transfer to us or is credited to your Account will be held in one or more segregated client bank accounts. In certain circumstances, you may not receive all the monies to which you have an ownership interest due to the insolvency or failure of the bank at which the client bank account is held, or the clearinghouse or broker. You may suffer a shortfall in such cases.
- 10. Charges: Our charges are set out in our Trading Manual and on the Instrument Information on our Trading Platform. You should ensure that you are aware of all the charges that apply to you and understand how our charging system operates before you commence trading with us.
- 11. Corporate Actions: One or more of your trades may be affected by a corporate action type event, the occurrence of which may have a dramatic effect on that trade or trades and/or on your account generally. We recommend that before you open a trade with us, you carry out your own research into whether the trade that you intend to open is liable to be the subject of a corporate action type event and if so, the likely effect of that action on the trade you wish to open.

### 6. COMPLAINTS AND COMPENSATION

We have a formal complaints procedure, and we aim to handle complaints effectively to achieve a speedy resolution. If we are unable to resolve your complaint, you have the right to refer your complaint to the Financial Ombudsman Service. We are covered by the United Kingdom's Compensation Scheme, and you may be entitled to compensation if we cannot meet our obligations. Further information about compensation arrangements is available from the https://www.financial-ombudsman.org.uk/.

If there is anything in this Risk Disclosure Notice that you do not understand or if you require further information, please contact our Customer Support team. You should not trade with us until you have read and understood this Risk Disclosure Notice and the associated documents that form our Customer Agreement.

By commencing trading with us, you acknowledge that you have read, understood, and accepted the risks associated with trading in financial instruments as set out in this Risk Disclosure Notice. You should also be aware that the trading of complex financial instruments may not be suitable for all investors, and you should carefully consider your investment objectives, financial situation, and level of experience before deciding to trade with us.



You must also regularly review your trading strategy to ensure that it remains appropriate for your investment objectives and personal circumstances. If you have any concerns about the risks associated with trading in financial instruments or if you are unsure whether trading is suitable for you, we strongly recommend that you seek independent financial advice from a suitably qualified advisor.

Remember that the purpose of this Risk Disclosure Notice is to inform you of the potential risks involved in trading on our platform. It is important to remain educated about these risks and to monitor your account carefully in order to protect your investments. We are here to support you in your trading journey, but ultimately, the responsibility for managing the risks associated with your trading activities lies with you.

