
. System Risks

.1 We run the Platform in an online environment (the internet). This means there may be issues with you placing Orders or with your Contracts being executed due to internet, system, or network issues on your end. Because we can't promise that the internet will work error-free, we can't accept liability for the risks associated with the operation of our Platform. For this reason, you need to be mindful that Platform risks are inherent in every Contract that you trade with us.

8.2 For example, a technical issue with your internet connection to our servers, may result in a Hanging Order and a delay in executing your Contract. A disturbance in the connection path can sometimes interrupt the signal and disable the Platform, causing delays in transmission of data between the Platform and our servers.

8.3 Disruptions to our operational processes such as communications, computers, computer networks, software or external events could also lead to delays in the execution and settlement of your Contract, meaning that you might be unable to trade in a particular contract that we offer and you could suffer a financial loss or opportunity loss as a result.

8.4 If you experience a disruption to our Platform, you can contact our Support team directly at support@magnastrategy.net to open\close your Contract.

9. Execution Risk

9.1 We aim to provide you with the best pricing available and to fill all Orders at the rate you've requested. But there are times when Orders may be subject to what's known as "slippage", because of an increase in volatility or volume. This happens most often during fundamental news events or "gapping" in the markets, which create conditions where Orders are difficult to execute because of extreme price movements.

9.2 The execution of your Order always depends on the liquidity that's available at all price levels. Although you may be looking to execute at a certain price, the market may have moved significantly or liquidity may be exhausted, in which case your Order would be filled at the next best price or the fair market value.

9.3 When you're considering executing an Order, please be mindful that all Contracts that you have open at 23:59 (server time) will be subject to rollover. Your Contracts will be rolled over by debiting or crediting your Account with a Rollover Charge or Rollover Benefit. During the rollover period, trading may be disabled for 2 to 5 minutes and there may be widened spreads as liquidity reduces, which could cause you to experience losses or gains. We're not liable for any losses that you incur during the rollover period.

10. Cryptocurrency Risk

10.1 Options are high risk investment products, which are volatile, creating opportunity for high financial returns or losses. Cryptocurrencies are also high-risk instruments, and their value can fluctuate significantly. Cryptocurrencies are also subject to technology risks. If you choose to invest in Cryptocurrency or Options you do so acknowledge that these instruments are much more volatile than traditional currencies, so sharp and sudden moves in the price could see you lose significant amounts of money very quickly.

10.2 We base the price of our Cryptocurrency contracts on the Underlying Market, made available to us by the exchanges and Liquidity Providers that we trade with.

10.3 When you trade Cryptocurrencies, you need to be aware of the risk of a “hard fork” occurring. A hard fork is when a single Cryptocurrency splits in two due to a split in the blockchain network (ledger of Cryptocurrency transactions) and occurs when a Cryptocurrency’s existing code is changed. This can result in both an old and new version of the Cryptocurrency.

10.4 In the event of a hard fork,

10.5 If the hard fork results in a variable second Cryptocurrency becoming tradeable on exchanges, we have access to, then, in our absolute discretion, we may create an equivalent contract or cash adjustment on your Account to reflect its value. When a hard fork occurs, there may be substantial price volatility around the event, and we may suspend trading throughout if we do not have reliable prices from the Underlying Market.

10.6 We’ll attempt to notify you of potential hard forks, but it’s however it is your responsibility to make yourself aware of the hard forks that could occur.

10.7 We may enforce a total limit on the total amount of Cryptocurrency exposure that you’re allowed each client is allowed to maintain. This information is available on our website or from our Support team upon request. We reserve the right to reduce your Cryptocurrency positions if your notional exposure size exceeds this limit.

11. Automated Trading Risk

11.1 While you’re able to connect to and use third party trading tools and systems with the Platform (such as automated trading strategies/expert advisors, copy traders and robot traders), using these tools and systems is high risk and could lead to you incurring significant financial losses.

11.2 We don’t have any control over the logic or code that these third-party providers use when developing their tools and systems and we’re not responsible or liable for their operation in connection with the Platform.

11.3 We don’t endorse any third-party provider and you should take steps to ensure that any third party tools or systems that you use to trade with us.

(a) we’ll generally follow the blockchain that has the majority consensus of Cryptocurrency users. We reserve Magna Strategy reserves the right to determine which blockchain) and Cryptocurrency unit has the majority consensus behind them and use this as a basis for Cryptocurrency Contracts; and

(b) there may be substantial price volatility around the event. We may suspend trading throughout if we don’t have

reliable prices from the Underlying Market have been developed by reputable providers that, where relevant, are appropriately licensed or permitted to provide the relevant services to you.

11.4 Your use of automated trading strategies such as EAs is solely at our discretion. We reserve the right to restrict access to your Account by such automated trading strategies where we consider that the level of activity or server messages generated are deemed unreasonable, relative to your trading activities.

11.5 This may require us to temporarily change the password to your Account until such time as the automated strategy or EA is modified or deactivated. We'll attempt to contact you before taking this action prior, but we reserve the right to change your password immediately to support the proper functioning of our servers.

12. Client Money

12.1 We'll keep any money that we hold on to your behalf in one or more segregated accounts with an institution within or outside The United States, London, Panama or Costa Rica separated from our own money in what are called liquidity providers or clearing houses.

12.2 Your client money won't be kept separate from other client's money in this account, therefore you won't have a claim against a specific sum in a specific account, in the unlikely event of our or the bank's insolvency. Instead, your claim may be against the client money held in our segregated account.

12.3 In general, accounts held with institutions face various risks, including the potential risk of being treated as one (1) account in case the institution defaults. Another risk might be that the funds in the bank account or liquidity provider may be exposed to our obligations to other Clients if we're unable to meet them. We're not liable to you if the bank or liquidity provider we use to hold client money becomes insolvent and you have no redress against us in this situation.

13. No Advice

13.1 We provide you with our products and services on an execution-only basis – which means that you're solely responsible for any decisions that you make in relation to our products and services.

13.2 We're not a financial advisor and we don't provide any regulatory, tax or legal advice. Sometimes we'll provide you with general information about the market and how our various products and services work. Any information and analysis that we provide you is general in nature and doesn't consider your or your client's personal objectives, financial situation or needs. You shouldn't regard any of the information that we provide to you as an investment recommendation or an offer to make a transaction.

13.3 Tax benefits are subject to change and depend on your individual circumstances. We recommend that you seek specialist advice if you're unsure about any of these matters.

14. Corporate Actions

14.1 If your Contract is the subject of a corporate action such as rights issues, takeovers, mergers, we'll

decide what adjustment, if any, will be made to your Contract or your order to:

(a) preserve the economic equivalent of the rights and obligations of you and us in relation to the Contract immediately before the corporate action took place; and/or

(b) replicate the same effect of the corporate action on your Contract that it would have on someone with an interest in the relevant Underlying Asset. This may include closing-out a Contract or opening a new Contract.

15. Regulatory and Legal Risks

15.1 Changes in taxation and other laws, government, fiscal, monetary, and regulatory policies may have a material adverse effect on your dealings in OTC derivative products. We'll do our best to let you know whenever a change in legislation will impact the way that you deal with us.

16. Past Performance

16.1 Past performance, simulation, or prediction of CFDs doesn't guarantee future results. You should note that the value of your investment can decrease (as well as increase) as the market price of the Underlying Asset may fluctuate downwards (or upwards).

17. Words that we use in this Notice.

“**Account**” means your trading account with us.

“**Agreements**” means this notice, our Terms and Conditions, Application Form, and any information on our Platform or website which governs our relationship with you.

“**Application Form**” means the online form that you complete on our website to open an Account.

“**CFD**” means a contract-for-difference, a type of OTC derivative product that we offer.

“**Cryptocurrency**” means a digital asset that's subject to significant volatility and risks.

“**Contract**” means an OTC derivative Contract between you and us, which is an agreement to pay or receive the difference in value of an Underlying Asset.

“**Hanging Order**” has the meaning given to it in section 6.6 of this Notice.

“**Liquidity Provider**” means a counterparty that we pass trades to, to manage our risk, also known as a hedging counterparty.

“**Margin**” means the amount of money that you need to deposit into your Account to enter into or maintain a Contract with us under the Agreements.

“**Margin FX Contract**” means a leveraged foreign exchange Contract, a type of OTC derivative product that we offer.

“**Order**” means an offer that you make to enter into a Contract with us under the Agreements.

“**Magna Strategy**”, “**we**” “**us**” and “**our**” means Magna Strategy Markets Limited.

“**Platform**” means any online software that we make available to you for entering Margin FX Contracts, Option Contracts under the Agreements.

“**Professional Client**” has the same meaning as in our Terms and Conditions.

“**Retail Client**” has the same meaning as in our Terms and Conditions.

“**Rollover Benefit**” means a benefit that you may receive on a future based CFD that you hold overnight, as described in sections 5 and 7 of this Wholesale Client Information Statement. 10



“**Rollover Charge**” means a charge that you may incur on a future based Option that you hold overnight, as described in sections 5 and 7 of this Wholesale Client Information Statement.

“**Terms and Conditions**” means the current version of our Terms and Conditions, which form part of our legal relationship with you, as available on our website.

“**Underlying Asset**” means the instrument or asset that underlies your Order or Contract and determines the value of that Contract – for example a stock market index, commodity, currency pair, futures contract, equity, crypto currency or any other instrument or asset.

“**Underlying Market**” means the market in which an Underlying Asset is traded. For example, the New York Securities Exchange.

