

**PRIME XBT**

**RISK DISCLOSURE  
STATEMENT**

## 1. Introduction

Any reference to "PrimeXBT", the "Company", "we", "us", "our" herein is a reference to Prime XBT Trading Services Ltd, a company incorporated in the Marshall Islands, with Reg. No.: 120813 and registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

This Risk Disclosure Statement (the "Statement") outlines the inherent risks of the Products and Services available on the PrimeXBT Trading Platform. All Clients must carefully read and understand this Statement before deciding to open a trading account with PrimeXBT and before commencing any trading activity. Clients should, under no circumstance, trade without understanding the risks involved, or risk more than they are prepared to lose.

**YOU SHOULD CAREFULLY READ AND CONSIDER THIS STATEMENT AND THE PRIMEXBT GENERAL TERMS AND CONDITIONS BEFORE OPENING A TRADING ACCOUNT OR ENGAGING IN ANY TRADING ACTIVITY. IF YOU HAVE ANY QUESTIONS OR UNCERTAINTIES, YOU SHOULD SEEK INDEPENDENT LEGAL OR FINANCIAL ADVICE.**

IF ANY OF THE FOLLOWING DISCLOSURES ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT USE THE PRIMEXBT TRADING PLATFORM OR ENGAGE IN ANY TRADING ACTIVITY WITH PRIMEXBT.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE TRADING WITH MARGIN, INCLUDING LOSSES ASSOCIATED WITH THE TRADING WITH MARGIN.

## 1. Nature of Leveraged Products

1.1. Our products are complex instruments and come with a high risk of losing money rapidly due to leverage. These products are not suitable for all investors. You should consider whether you understand how these products work and whether you can afford to take the high risk of losing your money. Seek independent advice if necessary.

1.2. Leveraged products are traded off-exchange or Over the Counter ('OTC'); this means PrimeXBT is at all times the counterparty to Client trades and any trades entered into with PrimeXBT can therefore only be closed with PrimeXBT. Your ability to open and/or close trades is dependent on the availability of our service to your Jurisdiction.

1.3. You understand that you are not entitled to the physical delivery of the underlying instrument of the leveraged product you are trading, and you have no rights in the underlying instrument.

## 2. Market Risks

2.1. PrimeXBT enables you to use leverage to open a trade by depositing a fraction of the total trade value; this means that a relatively small market movement may lead to a proportionately much larger movement in the value of your trade.

2.2. Markets may fluctuate rapidly to reflect events that are outside the control of the Company and/or your control; as a result, prices will become volatile. This can be caused, for example, by unexpected economic events or market announcements, within or outside trading hours. In addition, if prices move against you, this will have a direct and real-time impact on your trades, which may automatically stop out.

2.3. Consequently, PrimeXBT may be unable to execute your instructions at the requested price. Therefore, even 'stop-loss orders', whereby your trade will be executed only when the instrument you want 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 you state. Once the 'stop-loss orders' have 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'.

2.4. Past performance, simulation or prediction does not constitute an indication of future results. You should note that the value of your investment can decrease or increase as the market price of the underlying asset may fluctuate downwards or upwards

2.5. Some of the instruments may not become immediately liquid as a result of reduced demand for the underlying instrument and Client may not be able to obtain the information on the value of these or the extent of the associated risks.

### **3. Margin & Liquidation Risks**

3.1. You should be aware of the implications of leveraged products trading and in particular the specific margin requirements which are applied thereto. You shall be required to deposit funds ("margin") in your trading account in order to open a leveraged position and the funds deposited should reflect the specific margin required.

3.2. You shall be able to see the margin requirements and fees for each individual instrument before you begin trading. Such information shall be available within the Fees Section on the PrimeXBT Website. Margin requirements will depend on the underlying asset, level of leverage applied, and the value of position to be established.

3.3. The Company has no obligation to inform you about the critical margin utilization levels. It shall be your sole responsibility to maintain sufficient margin on your account at all times in order to avoid stop-out.

## 4. Cryptocurrency Related Risks

4.1. The market for cryptocurrency is still new and uncertain. No-one should have funds invested in cryptocurrency or speculate in cryptocurrency that they are not prepared to lose entirely. Whether the market for one or more cryptocurrencies will move up or down, or whether a particular cryptocurrency will lose all or substantially all of its value, is unknown. This applies both to traders that are going long and to traders that are shorting the market. Participants should be cautious about holding cryptocurrency.

4.2. Markets for cryptocurrency have varying degrees of liquidity. Some are quite liquid while others may be thinner. Thin markets can amplify volatility. There is never a guarantee that there will be an active market for one to sell, buy, or trade cryptocurrency or products derived from or ancillary to them. Furthermore, any market for cryptocurrency may abruptly appear and vanish. Any cryptocurrency is subject to delisting without notice or consent.

4.3. You acknowledge that PrimeXBT is not responsible for any losses or damages of any kind arising either directly or indirectly from the sending of cryptocurrency to the wrong wallet address during the withdrawal of funds from their PrimeXBT account. There is a risk that cryptocurrency may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of cryptocurrency.

4.4. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies which could result in the theft or loss of cryptocurrency.

4.5. The legal status of certain cryptocurrency may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more cryptocurrencies constitute property, or assets, or rights of any kind may also seem unclear. Participants are responsible for knowing and understanding how cryptocurrency will be addressed, regulated, and taxed under applicable law. There is a risk that in some jurisdiction's cryptocurrency might be considered to be a security, or that it might be considered to be a security in the future. PrimeXBT does not give warranties or guarantees that any cryptocurrency is not a security in all jurisdictions.

4.6. You are fully responsible to check if acquisition and disposal of cryptocurrency is legal in your jurisdiction and you should not use cryptocurrency or trade in our Products if it is illegal in your jurisdiction.

## **5. Risk of Theft & Hacking**

5.1. Hackers or other groups or organizations may attempt to interfere with the Website and/or the Trading Platform in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that Prime XBT shall have no liability for any loss you incur in relation to hacking or malicious third-party activities.

5.2. You acknowledge that PrimeXBT is not responsible for any losses or damages of any kind arising either directly or indirectly from a withdrawal of funds from your account by a third party due to the loss of credentials.

## **6. Technical Risks**

6.1. You hereby acknowledge that there are risks associated with online trading including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that PrimeXBT shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the website or our services. cryptocurrency or trade in our Products if it is illegal in your jurisdiction.

6.2. You acknowledge that you may be prevented from sending a transaction request or email may not be received by PrimeXBT due to hardware, software or network connectivity issues. You accept that PrimeXBT is not responsible for any loss or damage whatsoever arising directly or indirectly due to any such issues.

## **7. Fund Transfer Risks**

7.1. You acknowledge that the Company cannot be held liable for the number of days passing between the transfer of funds from your account on PrimeXBT until the time that the transferred funds are booked into the account with the receiving financial institution.

7.2. You acknowledge that PrimeXBT cannot be held liable for the number of days passing between the transfer of funds by the sending financial institution until the time that the transferred funds are received by PrimeXBT and booked on your account.

## **8. Market Making Risks**

8.1. You acknowledge that PrimeXBT may act as a Market Maker for certain leveraged products. You acknowledge that PrimeXBT, when acting as a Market Maker, may quote your bid and ask prices. Notwithstanding this, you accept that the Company has no obligation to quote prices to you at any time in any given market, nor an obligation to quote prices with a specific maximum spread to you.

## **9. No Investment Advise**

9.1. PrimeXBT does not provide investment, financial, legal, tax, regulatory or other advice relating to investments or trading. Any material or information or other features, which may be provided to you through our website, trading platforms, marketing, or training events or otherwise, is generic and shall not be treated as advice appropriate for you or based on a consideration of your personal circumstances. You should seek independent professional advice from a suitably qualified advisor, if necessary, prior to engaging in trading with us.

## **10. Taxation**

10.1. You are solely responsible for withholding, collecting, reporting, paying, and/or

remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. PrimeXBT shall not be responsible for withholding, collecting, reporting, paying, and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your online trading activities or acquisition of cryptocurrency.

## **11. Changes to the Risk Disclosure Statement**

11.1. PrimeXBT reserves the right to amend this Risk Disclosure from time to time, at its sole discretion, whenever it deems necessary, without prior notice to Clients. In case there is a material change to this statement, we will inform clients by publishing an updated version of this Policy on our website. The latest and prevailing version of the Privacy Policy will, at all times, be available on the Company Website.

## **12. Client Declaration**

12.1. You hereby acknowledge, confirm, and accept that by opening an account with PrimeXBT, you run a high risk of incurring losses and damages as a result of the risks disclosed herein, and you therefore declare that you shall only proceed with this kind of trading if you are willing to undertake such risks.