



Referring Agent Disclosure

(Cayman Islands)

The Client has applied for a foreign exchange trading account (your “Account”) with ATC Brokers Limited (“ATC”). The Referring Agent (“RA”) and ATC have entered into an agreement pursuant to which the RA will introduce prospective clients (such as you) to ATC for the purpose of entering into foreign exchange, contract for difference and other derivative trades (“Margined Transactions”).

ATC DOES NOT SUPERVISE THE ACTIVITIES OF THE RA AND ASSUMES NO LIABILITY FOR ANY REPRESENTATIONS MADE BY THE RA. ATC AND THE RA ARE ENTIRELY SEPARATE FROM AND INDEPENDENT OF ONE ANOTHER. THE AGREEMENT BETWEEN ATC AND THE RA DOES NOT ESTABLISH A JOINT VENTURE OR PARTNERSHIP BETWEEN ATC AND THE RA (OR BETWEEN ATC AND ANY OTHER PARTY) AND THE RA IS NOT AN AGENT OR AN EMPLOYEE OF ATC.

- ATC does not control, and cannot endorse or vouch for, the accuracy, completeness or quality of any information, advice or service that you may have received or that you may receive in the future from the RA or from any other person not employed by ATC regarding the risks involved in the trading of Margined Transactions. It is your responsibility to perform necessary due diligence on the RA prior to using any of the RA’s services or acting on any information or advice that the RA provides.
- ATC provides risk disclosure information (“RDI”) to all new clients when they open accounts with ATC. You should read the RDI that has been provided to you carefully and, in terms of the services that we will be providing to you, you should not rely on any information from any other source (including any information from the RA).
- You acknowledge that no promises have been made by ATC, or by any individual associated with ATC, regarding future profits or losses with respect to your Account. You understand that any trading but particularly trading using leverage or margin (such as that used Margined Transactions) carries significant risk, and that many people lose money trading.
- Owing to the significant risk involved in trading, you should only trade with funds that you can afford, and are prepared to lose. If you do not have capital that you can afford to lose, you should not trade.
- ATC shall in no way be liable for any loss suffered by you as a result of your use of information or advice that is provided to you by any third party (including the RA).
- You hereby acknowledge and agree that all Margined Transactions trading, including trading carried out pursuant to any system(s), course(s), program(s), research or recommendation(s),

whether of the RA or of a third party, involves a substantial risk of loss. In addition, you hereby acknowledge and agree that the use of, or reliance on, any system(s), course(s), program(s), research or recommendation(s), whether of the RA or of any other third party, will not necessarily result in profits or avoid or limit losses.

- You understand that the RA and many third party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government or regulatory agency.
- You acknowledge that you have already entered into an agreement with the RA for the services that they are providing to you and the RA's introduction of you to us is designed to improve the quality of service that you receive and so that you can use our execution-only non-advised dealing services. As part of the services that we are providing to you, you instruct us to make various payments to the RA on your behalf. The payments that you are instructing us to make on your behalf to the RA are set out in the Commission Acknowledgment Form. You have the right to be kept informed of the amounts of such payments to the RA.
- You understand and agree that we may provide the RA with access to certain personal information about you, as well as to certain information concerning trading activity in your Account. You agree that, if the RA is appropriately authorised by a regulatory body, we may provide the RA with a copy of your Customer Agreement. The RA shall not have the right to enter into any trades on your Account unless specifically authorised by you through execution of a Limited Power of Attorney granting the RA authority to make trading decisions for your Account.

By entering into ATC's Customer Agreement, client consents to this Referring Agent Disclosure.