

Important Notice and Risk Disclosure

Dragon AI | Version 0.5 – 8 October 2026

1 Introduction and status of this notice

- 1.1 This Important Notice and Risk Disclosure (the “Notice”) applies to the Dragon AI service (the “Service”), provided by KAPM Limited (“KAPM”, “we”, “us”, “our”), a private limited company registered in England and Wales under company number 07396679, whose registered office is at [registered office address to be inserted once updated]. Dragon Lab is the research division of KAPM.
- 1.2 The Service consists of automated, rule-based notifications (“Signals”) delivered through a private web portal (the “Portal”) to which the Client signs in with their own login. The Service involves no software installed on the Client’s computer and no connection to the Client’s broker. This Notice should be read together with our Terms and Conditions and Privacy Notice.

RISK WARNING **Capital at risk. Trading and investing in shares and other securities involves a risk of loss. You may lose some or all of the money you invest. Do not trade with money you cannot afford to lose.**

2 Nature of the Service

- 2.1 We do not manage investments, execute transactions on behalf of any person, or hold client money, securities or broker credentials. We do not operate, access or control any Client’s brokerage account.
- 2.2 Every decision to transact, and every order that is placed, is made by the Client. Orders are placed only by the Client’s own action, through the Client’s own broker.

3 Nature of Signals

- 3.1 A Signal is an automated notification that a predefined quantitative condition has been detected in the price data of a named security. A Signal is published, at the same moment and in identical form, to every subscriber who follows that security.
- 3.2 Signals are general in nature. They are not personal recommendations and do not take into account any Client’s investment objectives, financial situation, knowledge, experience, tax position or risk tolerance, none of which is known to us.
- 3.3 A Signal does not constitute a forecast, prediction or assurance as to future price movements, and the detection of a condition does not indicate that any transaction is suitable, advisable or likely to be profitable.
- 3.4 Signals do not specify, and we do not supply, any position size, stop level or profit target. Each Client determines their own quantity, timing and risk controls.
- 3.5 Nothing in the Service constitutes an offer, invitation or inducement to buy, sell or subscribe for any security or to enter into any investment agreement.

4 Client responsibility

- 4.1 Each Client is solely responsible for determining whether, when and to what extent to transact, and for the suitability of any transaction for their own circumstances. Clients who are uncertain should obtain independent advice from an appropriately authorised person.

- 4.2 Each Client is responsible for their own brokerage account and its terms, fees and margin requirements, for any market-data subscriptions, for the security of their own device and login, and for the integrity of their internet connection.

5 The Portal

- 5.1 The Portal is a website. The Client signs in with an email address and password, chooses the securities they wish to follow within the number allowed by their plan, and sees the Signals for those securities. The Portal does not connect to, read or control any brokerage account, and we do not receive, store or request the Client's broker credentials.
- 5.2 The Portal does not place orders and has no order function. Every order is placed by the Client personally, through the Client's own broker. Automated execution is not offered.
- 5.3 The Portal shows, for each Signal, the security, whether an entry or an exit condition was detected, the time, and the reference price at the time the condition was detected. It supplies no quantity, stop level or profit target. Any quantity is decided solely by the Client.
- 5.4 Orders are executed by the Client's broker and not by us. We do not warrant that any order will be accepted or filled, or filled at any particular price, and we are not responsible for broker outages, rejections, delays, slippage, partial fills or errors. The reference price shown is not a price at which a Client can expect to trade.
- 5.5 Signals may be delayed, incomplete, inaccurate or unavailable, including as a result of data errors, network failures, faults or maintenance. Market prices may have moved materially by the time a Signal is received. The Portal displays whether the Signal feed is live; when it is not, Signals may be missing.
- 5.6 The Portal does not collect information about the Client's transactions, positions or profit and loss; we do not see what the Client does with a Signal.

6 Regulatory status

- 6.1 [OPTION A – to be used only if the Company's advisers confirm that the Service is conducted without authorisation.] KAPM is not authorised or regulated by the Financial Conduct Authority. Accordingly, Clients will not have access to the Financial Ombudsman Service or the Financial Services Compensation Scheme in respect of the Service.
- 6.1 [OPTION B – to be used only if the Company operates as an appointed representative.] KAPM is an appointed representative of [PRINCIPAL FIRM], which is authorised and regulated by the Financial Conduct Authority (firm reference number [FRN]). [Insert regulated-activity wording required by the principal.]
- 6.2 We do not act as any Client's broker, investment manager or custodian.

7 Risk disclosure

- 7.1 The value of investments may fall as well as rise, and a Client may lose all of the capital invested. Leveraged and margin trading may result in losses exceeding the initial amount deposited.
- 7.2 Short-term and intraday trading involves particular risks, including rapid price movements, gaps between trading sessions, wide spreads, and the cumulative effect of fees and commissions on small gains.
- 7.3 A price pattern that has been followed by a favourable movement in the past may not be followed by one in future. Market conditions change, and rules that performed in one period may not perform in another.
- 7.4 A significant proportion of persons who trade actively incur losses.

8 Performance information

- 8.1 Past performance is not a reliable indicator of future performance.

- 8.2 We may publish a record of how our rules performed (a "Track Record"). Any Track Record is identified as the result of a dedicated trading account using simulated money; it is not the result of any customer and not an account return. It is stated in percentages per trade after a modelled trading cost, from a fixed start date, and includes every closed trade of the rule shown for every security listed, winning or losing. Simulated results have inherent limitations: they do not reflect the delays, costs or execution that an individual would experience, and do not represent actual trading by any customer.
- 8.3 We keep the strategy under continuous review and improve it, so the rules and settings may have been refined during the period shown and may change in future. A Track Record is not a forecast, a promise of profit, or personal advice. [SOLICITOR TO APPROVE the Track Record, the wording around it and whether per-security figures may be shown, before it is published.]
- 8.4 Individual outcomes depend on each Client's own choices, including quantity, timing, costs and execution, and may differ materially from any published figure.

9 Disclosure of interests

- 9.1 The Company's directors and persons connected with them trade on their own account using the same Signals, and may hold positions in securities to which Signals relate, including positions opened before a Signal is published. This is a disclosure of interest and not an indication of any course of action for a Client.
- 9.2 [OWNER TO CONFIRM AS FACT BEFORE PUBLICATION: The Company does not place an order in a security ahead of publication of a Signal relating to it. Orders made on the same Signal by the Company's directors and connected persons are placed at the same time as, or after, the Signal is published to Clients.] This clause stays only if it is true and enforced.
- 9.3 The Company is remunerated solely by subscription fees paid by Clients. It receives no commission, rebate or other payment from any broker or in connection with any order placed by a Client.

10 Client information

- 10.1 We hold only the information required to administer the Client's account and billing: name, email address, country of residence, plan and payment status, the securities the Client has chosen to follow, the record of the Client's acceptance of this Agreement, and technical logs of sign-in and access to the Portal. We do not collect transaction, position or performance data from the Client.
- 10.2 Further information is set out in our Privacy Notice at kapm.uk/legal/privacy.html, which prevails in relation to data protection.
- 10.3 Where a Client chooses to send us information for support purposes, they do so at their own election. We never ask for, and will never use, a Client's broker login, and we do not operate or access any Client's brokerage account.

11 Eligibility and territory

- 11.1 The Service is intended for adults who make their own investment decisions through their own broker account, who have experience of trading shares, and who understand and are able to bear the risks described in this Notice. [SOLICITOR TO DECIDE whether to restrict to professional or sophisticated investors, and the self-certification to be required.]
- 11.2 At launch the Service is offered only to persons resident in the United Kingdom. It is not directed at, and must not be used by, residents or citizens of the United States or of any jurisdiction in which its use would contravene local law. It is the Client's responsibility to ensure that use of the Service is lawful in their jurisdiction.

12 Client acknowledgement

- 12.1 Before any Signal is delivered, including during a free demo, the Client is required to confirm each of the following individually:
- ☐ I understand that signals are automated notifications, identical for every subscriber who follows the same ticker, and are not a personal recommendation or personal advice.
 - ☐ I make my own investment decisions, decide my own quantity, and place every order myself through my own broker.
 - ☐ I understand that I may lose some or all of my capital.
 - ☐ I understand that past performance and any simulated results are not a reliable guide to future results.
 - ☐ I understand the Company's regulatory status and the protections available or unavailable to me, as set out in section 6 of the Important Notice.
 - ☐ I am aged 18 or over, I am resident in the United Kingdom and am not a US person, I have experience of trading shares, and use of this service is lawful for me. [Wording to be conformed to the investor category chosen under section 11.1.]
 - ☐ I have read the Important Notice, the Terms and Conditions and the Privacy Notice.
 - ☐ I will use my login only for myself and will not share it or redistribute the signals.