

### RISK DISCLOSURE

- 1. Introduction
- 1.1. All Clients and potential Clients should carefully read the risks described in this document before contacting the Company with a request to open a trading account and start trading operations with the support of the Company. However, it should be noted that it is not possible to cover all the risks and other relevant aspects of CFD trading in this document. This alert is intended to provide an objective and accurate explanation of the general nature of the risks associated with CFD trading
- 2. Fees & Taxes
- 2.1. When providing Services to the Client, the Company charges a commission, information about which is provided on the Company's website. Prior to trading, the Client must obtain detailed information about all types of commissions and fees that will be charged to him for the provision of the Services. It is the Client's responsibility to find out about changes in the terms of payment on their own.
- 2.2. If any type of payment is not presented in monetary terms, but for example amounts to a certain percentage of the value of the contract, trading spread, etc., then the Client must ensure that he is aware of the potential amount of such payment.
- 2.3. The Company may charge the due fee at any time.
- 2.4. There is a risk that if the Client trades any CFDs, such trading may be subject to taxes and/or other duties due to changes in the law or the Client's personal circumstances. The Company does not guarantee that there will be no need to pay taxes and/or any other taxes
- state fees. The company does not provide tax advice.
- 2.5. The Client is responsible for paying taxes and/or any other duties payable in connection with his trading activities.
- 2.6. Please note that taxes are subject to change without notice.
- 2.7. Please note that CFD trading prices are set by the Company and may differ from prices quoted elsewhere. The Company's Securities Transaction Prices are the prices at which the Company is willing to sell CFDs to its Clients at the time of sale. Accordingly, at the time of the sale of the CFD, the Company's prices may not coincide with the real-time market price level.
- 3. Third Party Risks
- 3.1. The Company may transfer funds received from a client to a third party (e.g. an intermediary broker, bank, market, settlement agent, clearing house or OTC counterparty located outside Cyprus) for the third party to hold or manage the funds received for the purpose of transacting through or with that person, or to fulfil the Client's obligation to provide security for a transaction (i.e. to provide security for a particular transaction (i.e. to provide security for a transaction). Meet the Entry Margin Requirement). The Company shall not be liable for any acts or omissions of any third party to whom it transfers funds received from the Client.
- 3.2. The legal and regulatory system of such a third party will differ from that of Cyprus and in the event of insolvency or any other similar inability of that person to perform its obligations, the Client's funds may be subject to different procedures than funds held in a segregated account in Cyprus. The Company shall not be liable for the solvency, acts or omissions of any
- third parties referred to in this paragraph.
- 3.3. A third party to whom the Company transfers funds may place them in a consolidated account, and therefore it may not be feasible to separate them from the funds of the Client or a third party. In the event of the insolvency of a third party or any other similar legal proceedings against it, the Company may only be able to bring an unfounded claim on behalf of the Client, as a result of which the Client will be exposed to the risk that the funds,



received by the Company from a third party will not be sufficient to satisfy the Client's claims in relation to the relevant account. The Company shall not be liable for any resulting losses.

- 3.4. The Company may hold funds received from the Client in custodians that may have a security interest, a lien on debts or a right of set-off in respect of such funds.
- 3.5. The interests of banks or brokers with whom the Company cooperates may conflict with the interests of Clients.
- 4. Insolvency
- 4.1. As a result of the Company's insolvency or the Company's failure to fulfill its obligations, open positions may be liquidated or closed without the prior consent of the Client.
- 5. Investor Compensation Fund
- 5.1. The Company is a member of the Investor Compensation Fund, intended for clients of investment firms regulated by the laws of the Republic of Cyprus. Certain clients will be entitled to compensation from the Investor Compensation Fund if the Company defaults on its obligations. Compensation shall not exceed EUR 20,000 (twenty thousand) for each Client who has been granted such entitlement.
- 6. Technical Risks
- 6.1. Neither the Company nor the Clients shall be liable for the risks of financial losses arising from the failure, improper functioning, temporary interruption of operation, disconnection or malicious actions of information, communication, electrical, electronic or other systems.
- 6.2. If the Client conducts transactions in an electronic system, he is exposed to risks associated with the operation of this system, including the risk of failure of hardware, software, servers, data lines and the Internet. As a result of any such failure, the order issued by the Client may not be executed in accordance with his instructions or may not be executed at all. The Company shall not be liable in the event of such failure.
- 6.3. The Client should be aware that unencrypted information transmitted by e-mail is not protected from unauthorized access.
- 6.4. During the period of active execution of transactions, the Client may encounter difficulties when trying to call the Company or connect to the Company's platforms/systems, especially in a fast market environment (for example, when announcing key macroeconomic indicators).
- 6.5. The Client should be aware that the Internet may be subject to various malfunctions that may prevent him from accessing the Company's website and/or trading platforms/systems, in particular, there may be problems such as interruption or disruption of data transmission, hardware and software failures, inability to connect to the Internet, failures in the operation of city power grids or hacker attacks. The Company shall not be liable for any damage or loss resulting from such failures beyond the control of the Company, nor for any other damages, costs, debts or expenses (including loss of profits) incurred as a result of the Client's inability to access the Company's website and/or trading systems, or due to delay or failure in the execution of orders or transactions.
- 6.6. In connection with the use of computer equipment, digital data and voice communication systems, among other risks that may result in losses for which the Company is not responsible, Clients are exposed to the following risks:
- (a) Interruption of electricity supply by the Client, service provider or telecommunications operator (including voice communication) that serves the Client;
- (b) Mechanical damage (or destruction) of communication channels used for communication between the Client and the service provider (telecom operator) or between the service provider and the Client's trading or information server;
- (c) Interruptions in the operation of communication (unacceptably low quality of communication) used by the Client or the Company or in the operation of communication used by the service provider or telecommunications operator (including voice communication), servicing the Client or the Company;



- (d) Incorrect or inappropriate settings of the Client Terminal;
- (e) Untimely update of the Client Terminal;
- (f) When performing transactions via telephone communication lines (landline or mobile), the Client is exposed to the risk of difficulties when calling the subscriber, if he tries to get through to an employee or the brokerage service department of the Company, due to the poor quality of communication and excessive congestion of communication lines;
- (g) The use of communication channels, hardware and software creates a risk that the message (including text message) of the Company will not be received by the Client;
- (h) Trading by phone may be hindered by high congestion of communication lines;
- (i) Improper functioning or inability to use the platforms, including the client terminal.
- 6.7. The Client may incur financial losses due to the materialization of the above risks, in which case the Company is not responsible for the damage caused and all responsibility for all related risks is imposed on the Client.
- 7. Trading Platform
- 7.1. We warn the Client that when trading on the electronic platform, he assumes the risk of material losses that may result from, among other things:
- (a) Failure of the hardware or software used by the Client, or poor connection quality.
- (b) Failure, malfunction or use of the Company's or the Client's hardware or software.
- (c) Improper operation of the equipment used by the Client.
- (d) Incorrect settings of the client terminal.
- (e) Untimely update of the client terminal.
- 7.2. The client must be aware that only one statement can be queued for execution at any given time. After the Client sends an instruction, any other instructions sent by the Client are ignored and the message "Placing Orders Blocked" appears on the screen until the first instruction is executed.
- 7.3. The Client should understand that the only reliable source of information about changes in quotes is the database of quotes on the server, which is updated in real time. The quotes database in the client terminal is not a reliable source of information about quotes changes, since the connection between the client terminal and the server may be interrupted, and some quotes may simply not be displayed in the client terminal.
- 7.4. The Client should be aware that when he closes the window for creating/deleting an order or the window for opening/closing a position, the instruction sent to the server is not canceled.
- 7.5. Queued orders can be executed one at a time. Several orders sent at the same time from the same Client Account may not be executed.
- 7.6. The client should understand that when he closes an order, it is not canceled.
- 7.7. If the Client has not received the result of the execution of the previously sent order and decides to resend it, the Client must be ready to assume the risk of making two transactions instead of one.
- 7.8. The Client should understand that if a pending order has already been executed and the Client sends an instruction to change its level, then the only instruction to be executed is to change the level of loss protection and/or the "Take Profit" order on the open position when the pending order reaches the specified price.
- 8. Communication between the Client and the Company
- 8.1. The Client assumes the risk of any material loss resulting from the fact that the Client received a notice from the Company with a delay or did not receive it at all.



- 8.2. The Client should be aware that unencrypted information transmitted by e-mail is not protected from unauthorized access.
- 8.3. The Company shall not be liable in the event that unauthorized third parties gain access to information, including e-mail addresses, electronic communications and personal information.
- information, at the time of transfer of the specified data between the Company and the Client or when using the Internet, other network means of communication, the Telephone or any other electronic means of communication.
- 8.4. The Client is fully responsible for the risks associated with undelivered internal e-mail messages of the online trading system sent to the Client by the Company, as they are automatically are deleted after 3 (three) calendar days.
- 9. Force Majeure
- 9.1. In the event of force majeure, the Company may not be able to ensure the execution of orders sent by Clients or to fulfill its obligations under contracts concluded with Clients. As a result, the Client may incur financial losses.
- 9.2. The Company shall not be liable for any damage or loss arising from the non-performance, suspension or delay in the performance of the Company's obligations under this Agreement, in the event that the non-performance, temporary suspension or delay in the performance of obligations occurred due to force majeure.
- 10. Non-standard market conditions
- 10.1. The Client should understand that in conditions of non-standard market conditions, the period of execution of orders may be extended, orders may not be executed at the announced price or not executed at all. Therefore, limit and loss protection orders cannot guarantee

  Limitation of Damages.
- 11. Foreign Currency
- 11.1. When trading financial instruments in a currency other than the currency of the Client's country of residence, any changes in exchange rates may adversely affect the value, price and performance of this financial instrument and lead to losses for the Client.
- 12. General Risk Warning for Complex Financial Instruments (Derivatives such as Contracts for Difference)
- 12.1. CFD trading is HIGHLY SPECULATIVE AND VERY RISKY and is not intended for the general public, but only for investors who:
- (a) understand and are willing to assume the economic, legal and other risks associated with this type of trading.
- (b) take into account their personal financial situation, material resources, lifestyle and liabilities and are financially prepared for the total loss of the investments made.
- (c) have the necessary knowledge to understand the mechanics of CFD trading, the functioning of underlying assets and markets.
- 12.2. The Company does not provide the Client with advice on CFD trading, the functioning of underlying assets and markets, and does not make any recommendations on the placement of investments. Therefore, if the Client is unclear about the risks associated with this type of trading, he should seek advice from an independent financial advisor. If, even after contacting a financial advisor, the Client does not understand the risks associated with trading CFDs, he should not trade them at all.
- 12.3. CFDs are derivative financial instruments whose value is made up of the prices of the underlying assets/markets to which they are linked (e.g., currencies, stock indices, stocks, metals, index futures, forward contracts, etc.). Although the prices at which the Company trades are set through an algorithm developed by the Company, they are based on the value of the underlying assets/markets. Therefore, it is important that the Client is aware of the risks associated with trading financial instruments based on the relevant underlying assets/markets, as price fluctuations in the underlying assets/markets affect the profits made by the Client from trading.



- 12.4. Information on previous CFD trading performance does not guarantee that these indicators will remain at the same level in the present and/or future. Based on the previous data, it is not possible to make a reliable forecast regarding the future performance of the financial instruments to which the above data relates.
- 12.5. Leverage and the effect of financial leverage
- 12.5.1. Transactions with foreign exchange and derivative financial instruments are characterized by a high level of risk. Entry Level

Margin may be insignificant compared to the value of a foreign exchange or derivative contract, and therefore leverage or leverage is applied.

12.5.2. In this case, a comparatively small market movement will have a proportionately greater impact on the funds that have been or will be deposited by the Client; this can both work in favor of the Client and cause him losses. In order to maintain his position, the Client may be forced to completely lose the initial margin collateral or any additional funds deposited by him in his account with the Company. If the market moves against the Client's position and/or the requirements for

At the initial margin level, the Client may be forced to urgently incur additional funds in order to maintain his position. Failure to comply with the requirement to deposit additional funds may result in the closure of the Client's position(s) by the Company on his behalf, as a result of which the Client will be liable for any resulting losses or shortfall in funds.

- 12.6. Orders and Strategies to Reduce Risk
- 12.6.1 The placement of certain orders (e.g. "Loss Protection" where permitted by local law or "Setting a Limit") aimed at limiting losses to a certain level may not be appropriate to market conditions in which such orders cannot be executed,
- For example, due to the lack of liquidity in the market. Strategies that involve the use of combinations of positions, such as spread and straddle, can be just as risky as opening simple short or long positions. Therefore, limit and loss protection orders cannot guarantee a limitation of damages.
- 12.6.2. A professional financial advisor also cannot guarantee the limitation of losses.
- 12.7. Volatility
- 12.7.1. Some derivatives trade in a wide intraday range with volatile price fluctuations. Therefore, the Client should take into account the fact that when trading, there is not only a high probability of making a profit, but also the risk of losses. The price of derivative financial instruments is made up of the price of the underlying assets to which they are linked. Derivatives and related underlying assets can be highly volatile. Prices of derivative financial instruments and underlying assets may fluctuate sharply in a wide range, as well as react to unpredictable events or changes in circumstances beyond the control of the Client or the Company. Under certain market conditions, the Client's order cannot be executed at the advertised price, which may result in losses. The prices of derivative financial instruments and underlying assets are affected by, inter alia, changes in the relationship between supply and demand, governmental, agricultural, commercial and trade programmes and policies, national and international political and economic events, and the prevailing psychological characteristics of the relevant market.
- 12.8. Margin
- 12.8.1. The Client understands and accepts the fact that regardless of the information provided by the Company, the value of derivative financial instruments may decrease or rise; It should be taken into account that investments may even depreciate completely. This happens as a result of the use of the margining system in this type of trading, when the value of the deposit or margin compared to the total value of the contract is insignificant, and therefore the price change is relatively small



of the underlying assets may have a disproportionate impact on the Client's trading operations. If the change in the price of the underlying assets is beneficial to the Client, then he can make a good profit, but an equally insignificant movement of the market in the opposite direction can lead to a complete loss of the deposit by the Client in a short time, as well as to additional losses for the Client.

## 12.9. Liquidity

12.9.1. Some underlying assets may not immediately acquire liquidity as a result of reduced demand for them, and the Client does not always have the opportunity to obtain information about the value of the underlying assets or the degree of associated risks.

12.10. CFDs

- 12.10.1. Contracts for Difference, the trading services of which are provided by the Company, are non-deliverable, immediately settled transactions that allow you to profit from changes in the price of the underlying assets (currency indices, indexes, bonds, commodity futures, contracts for the immediate delivery of crude oil, gold, silver, individual stocks, currencies or, from time to time, any other assets at the discretion of the Company). If the change in the price of the underlying assets is beneficial to the Client, then he can make a good profit, but an equally insignificant movement of the market in the opposite direction can lead to a complete loss of the deposit by the Client in a short time, as well as to the payment of additional commissions and other types of expenses for the Client. Therefore, the Client should not trade CFDs unless he is willing to accept the risk of a total loss of the invested funds or is not prepared to pay any additional commissions and other costs.
- 12.10.2. Investing in CFDs involves the same risk as investing in futures or options, and the Client should be aware of the above risks. CFD transactions may involve contingent liabilities and the Client should understand all possible consequences of such transactions, which are set out in the clause "Investment Transactions with Contingent Liabilities".
- 12.12. Over-the-counter derivative transactions
- 12.12.1. The CFD trading offered by the Company is the execution of over-the-counter transactions. While some over-the-counter markets have a high level of liquidity, over-the-counter or non-transferable derivatives may pose a greater risk than exchange-traded derivatives, as there is no exchange on which to close an open position. It is not always possible to liquidate an open position, estimate the value of a position obtained as a result of an OTC transaction, or assess the degree of risk. The bid price and the ask price do not have to be declared, but even if they are, they are set by the dealers in these instruments, so it can be difficult to establish a fair price.
- 12.12.2 In order to conduct CFD transactions, the Company uses online trading systems that do not fall under the definition of an official exchange, as they are not multilateral trading venues and do not have appropriate levels of protection.
- 12.13. Investment transactions with contingent liabilities
- 12.13.1. In the case of contingent liability investment transactions that relate to margin transactions, the Client must make a series of payments to pay the purchase price, rather than immediately paying the purchase price in full. The margin requirement depends on the underlying asset of the relevant financial instrument.

Margin requirements can be fixed or calculated based on the current price of the underlying asset; the amount of margin requirements is indicated on the Company's website.

12.13.2. If the Client trades CFDs, then he may completely lose the funds that he has deposited to open a position and maintain it. If the market moves against the Client's position, the Client may be forced to urgently deposit additional funds in order to maintain his position. If the Client fails to comply with this requirement within the specified period, his position may be liquidated from



loss, and he is responsible for the resulting deficit. The Company informs the Client of the need to increase the margin by means of a standard notice of the request for an increase in margin.

- 12.13.3. Even if there is no margin on the transaction, the transaction may involve the obligation to make additional payments under certain circumstances, in addition to the amount paid by the Client at the conclusion of the contract.
- 12.13.4. Contingent liability investment transactions that are not carried out on or in accordance with the rules of a formal or specialized investment exchange may involve much higher risks for the Client.

### 12.14. Provision

12.14.1. If the Client provides the Company with collateral as collateral, the transactions performed with him depend on the type of transaction and the place of its execution. Collateral transactions may vary greatly depending on whether the Client trades on an official or specialized investment exchange, whether the transaction is subject to the rules of that exchange (and the relevant clearing house), or whether the Client trades on the OTC market. The deposited collateral may lose the status of the Client's property as soon as the Company starts trading on his behalf. Even if the Client's trading operations turn out to be profitable as a result, the Client may not receive the assets initially provided by him and may be forced to accept the corresponding cash payments.

# 12.15. Suspension of trading

12.15.1. Under certain trading circumstances, it may be difficult or impossible to liquidate a position. For example, this can happen during a sharp jump in price, if during one trading session it rises or falls to a level where, according to the rules of the relevant exchange, trading is suspended or restricted. A "Loss Protection" order does not necessarily limit the Client's losses to a specified amount, as it may not be possible to execute the order at the stated price under certain market conditions. In addition, under certain market conditions, a Loss Protection order may be executed at a price that is less favorable than the advertised price, and the realized losses may be higher than expected.

# 12.16. No obligation to deliver underlying assets

12.16.1. Of course, the Client has no rights and obligations in relation to the underlying assets associated with the CFDs that he trades. Underlying assets are not delivered.

### 12.17. Slippage

12.17.1. Slippage is the difference between the expected price of a CFD trade and the price at which the trade is actually executed. Slippage often occurs during periods of high volatility (e.g., news inflows) where orders cannot be executed at the set price, as well as when market orders are placed or large orders are executed, when demand at the desired price level may not be high enough to maintain the expected trading price.

### 12.18. Overnight fee

12.18.1. The value of open CFD positions is subject to an overnight fee. This commission corresponds to the profit/covers the costs associated with the financing of the position. Detailed fees for daytime trading are available on the Company's website.

#### 13. Tips & Tricks

13.1. When placing orders by Clients, the Company does not provide Clients with information about the merits of a particular transaction and does not provide any investment advice; The Client should be aware that the Company's services do not include the provision of investment advice on CFDs and underlying assets. The client independently concludes transactions and makes the necessary decisions, guided only by his own considerations. By making a request for any transaction through the Company, the Client agrees that it is the Client's responsibility to conduct an independent assessment and analysis of the risks associated with this transaction. The Client confirms that he/she has the necessary knowledge, understands the mechanisms of the market, and has applied for



professional advice and has the necessary experience to independently assess all the advantages and risks of any transaction. The Company does not guarantee that the products traded under this Agreement are fit for the Client's purposes and does not assume any fiduciary obligations towards the Client.

- 13.2. The Company undertakes no obligation to provide the Client with any legal, tax or other advice relating to any transaction. If the Client is unsure whether he is obliged to make any tax deductions, he should seek independent professional advice. We hereby warn the Client that the tax legislation periodically undergoes changes.
- 13.3. From time to time, the Company may, at its sole discretion, provide the Client with information, recommendations, news, market commentary or other information (which may also be provided in the form of newsletters posted on the Company's website, distributed to subscribers through the website, trading platform or otherwise), but not as a service. When providing such information:
- (a) the Company is not responsible for the content of the information;
- (b) The Company does not guarantee the accuracy, correctness or completeness of the information provided, or the absence of tax or legal consequences of any transactions made on the basis of such information;
- (c) this information is provided solely to enable the Client to make its own investment decisions and is not a form of investment advice or voluntary promotion of the sale of financial products;
- (d) if the document contains a restriction as to the persons or categories of persons for whom the information is intended, the Client undertakes not to transmit this document to other persons or categories of persons;
- (f) The Client accepts the fact that, before sending out information, the Company may independently take certain actions on the basis of it. The Company does not guarantee that the Client will receive the information at the same time as other Clients.
- 13.4. It should be understood that market commentary, news or other data provided by the Company is subject to change and may be deleted at any time without prior notice.
- 14. Lack of Profit Guarantees
- 14.1. The Company does not provide guarantees of profit or absence of losses when trading. The Client has not received any such guarantees from the Company or any of its representatives. The Client is aware of the risks inherent in trading,

and is prepared for them from a financial point of view, as well as for any potential losses.