

## **RISK DISCLOSURE NOTICE**

All Clients and potential Clients must carefully review the risks described in this document before requesting the Company to open a trading account and before engaging in trading activities with the Company's support. However, it is important to understand that this document does not cover all possible risks associated with trading Contracts for Difference (CFDs); it only provides a general overview of the main risks.

### **1. Introduction**

1.1. Clients and potential Clients must carefully study the information provided before starting to trade with the Company. This document does not contain an exhaustive list of all potential risks but serves to explain the key aspects.

### **2. Commissions and Taxes**

2.1. When providing services to the Client, the Company may charge a commission of 15% of the profit, with details available on the Company's website. Before starting trading, the Client is obliged to familiarize themselves with all fees and commissions related to the services provided. The Client is also responsible for independently tracking any changes in fees.

2.2. If a payment is not a fixed amount but is a percentage of the contract value, trading spread, etc., the Client must understand the potential size of such costs in advance.

2.3. The Company reserves the right to charge applicable fees at any time.

2.4. The Client should consider that trading CFDs may be subject to taxation and/or additional charges due to changes in legislation or their personal circumstances. The Company does not guarantee the absence of tax obligations and does not provide tax advice.

2.5. The Client is fully responsible for paying taxes and/or any other mandatory fees related to their trading activities.

2.6. Tax legislation may change without prior notice.

2.7. The value of CFDs is determined by the Company and may differ from quotes in other sources. The Company sets prices for CFD transactions based on its trading policy, which means they may not match real-time market prices.

### **3. Risks Related to Third Parties**

3.1. The Company may transfer Client funds to third parties (such as brokers, banks, clearing organizations, or over-the-counter (OTC) counterparties, including those in foreign jurisdictions). This may be necessary for fund storage, management, or ensuring trading operations. However, the Company is not responsible for any actions or omissions of such third parties.

3.2. The legal framework governing third parties may differ from the legislation of the Company's country of registration. In the event of bankruptcy or financial difficulties of these third parties, Client funds may be subject to different legal treatment than funds held in segregated accounts within the Company's registered jurisdiction. The Company bears no responsibility for the solvency and reliability of third parties.

3.3. Transferring Client funds to a third party may involve storage in a pooled (collective) account, which does not eliminate the risk of funds being mixed with assets of other clients or the third party itself. In case of insolvency of the third party, the Client may face a risk that the funds transferred by the Company will be insufficient to fully meet their claims.

3.4. Client funds may be placed in depositories that have security interests, liens, or rights of set-off against such funds.

3.5. Banks, brokers, or other counterparties cooperating with the Company may have interests conflicting with those of the Clients.

#### **4. Insolvency Risk of the Company**

4.1. If the Company becomes insolvent or is unable to fulfill its obligations, the Client's open positions may be forcibly liquidated or closed without their prior consent.

#### **5. Technical Risks**

5.1. Neither the Client nor the Company shall be held responsible for potential financial losses resulting from failures, malfunctions, temporary suspensions, loss of connection, or malicious actions affecting information, communication, electrical, electronic, or other systems.

5.2. When executing transactions in an electronic system, the Client is exposed to risks associated with its operation. Hardware and software failures, server outages, data transmission issues, or internet access problems may occur. In such cases, the Client's order may be executed incorrectly or not executed at all. The Company is not responsible for such cases.

5.3. The Client must be aware that unencrypted information transmitted via email is vulnerable to unauthorized access.

5.4. During periods of high trading activity, connection difficulties may arise when accessing the Company's platforms and systems, especially during key macroeconomic data releases.

5.5. The Client should be aware that access to the Company's website and/or trading platforms may be hindered due to technical malfunctions such as data transmission failures, software or hardware issues, internet connection disruptions, power outages, or cyberattacks. The Company is not responsible for losses incurred due to such circumstances, nor for any other financial losses, including lost profits, caused by the inability to access trading systems or delays in order processing.

5.6. When using computer equipment, digital data, and voice communication, the Client may encounter several technical risks for which the Company is not responsible, including:

- Power outages affecting the Client, service provider, or telecom operator;
- Mechanical damage to communication channels used for data transmission between the Client and the Company;
- Communication disruptions affecting connection stability;
- Errors in the configuration of the Client's trading terminal;
- Failure to update the trading terminal in a timely manner;
- Possible difficulties in making telephone calls to the brokerage department due to high line congestion;
- Loss of Company messages due to technical reasons;
- Malfunctions of trading platforms or the Client's trading terminal.

5.7. In the event of the above risks, the Client is solely responsible for any financial losses incurred. The Company does not accept liability for damages arising from such risks.

#### **6. Trading Platform**

6.1. The Client should be aware that when trading through an electronic platform, they assume the risk of potential financial losses, which may be caused by:

- Malfunctions in the hardware or software used by the Client;
- Poor-quality internet connection;
- Errors in the operation of the trading platform or Client terminal;

- Incorrect settings of the Client terminal;
- Failure to update the Client terminal in a timely manner.

6.2. The Client must understand that only one instruction can be in the execution queue at a time. If the Client sends an order, any new requests will be rejected until the first order is processed, and a notification will be displayed in the platform.

6.3. The only reliable source of real-time price quotes is the price database on the Company's server. The Client terminal is not a guaranteed accurate source of pricing information, as its connection to the server may be lost, and some quotes may not be displayed.

6.4. If the Client closes an order window or a position opening/closing window, the order already sent to the server will not be canceled.

6.5. Orders are processed sequentially. If multiple orders are sent from the same Client account at the same time, some may not be executed.

6.6. Closing an order by the Client does not cancel its execution.

6.7. If the Client does not receive confirmation of the execution of a previously sent order and decides to resend it, they must accept the risk of executing two trades instead of one.

6.8. If a pending order has already been executed and the Client attempts to modify its parameters, only Stop Loss or Take Profit levels for the open position can be changed.

## **7. Communication Between the Client and the Company**

7.1. The Client assumes the risk of financial losses if notifications from the Company are delayed or not received at all.

7.2. Unencrypted information transmitted via email is not protected from unauthorized access.

7.3. The Company is not responsible if unauthorized third parties gain access to information, including email addresses, electronic communications, and personal data, during transmission between the Company and the Client via email, telephone, internet, or other communication channels.

7.4. Internal messages within the online trading system are automatically deleted after three calendar days. The Client is solely responsible for timely reading such messages.

## **8. Force Majeure Events**

8.1. In the event of force majeure circumstances, the Company may be unable to execute Client orders or fulfill its contractual obligations. This may lead to financial losses for the Client.

8.2. The Company is not responsible for any losses or damages caused by the failure, delay, or temporary suspension of obligations if such events are due to force majeure circumstances.

## **9. Unusual Market Conditions**

9.1. The Client should understand that under unusual market conditions, order execution time may be extended, orders may be executed at a price different from the requested price, or may not be executed at all. Therefore, Stop Loss and Limit orders cannot guarantee loss limitation.

## **10. Foreign Exchange Risks**

10.1. When trading financial instruments denominated in a currency other than the Client's country of residence, exchange rate fluctuations may affect the value of assets and investment portfolios. This may impact overall trading results and lead to additional losses.

## **11. General Risk Warning for Derivative Financial Instruments (CFDs)**

11.1. Trading CFDs is highly speculative and involves significant risk. It is not suitable for all investors and is only intended for those who:

- Understand and are prepared to take on the economic, legal, and technical risks associated with this type of trading;
- Have sufficient financial resources and are ready for the complete loss of invested funds;
- Have adequate knowledge of how CFDs, underlying assets, and markets operate.

11.2. The Company does not provide investment recommendations on CFD trading, underlying assets, or financial markets. If the Client does not fully understand the risks involved, they should seek advice from an independent financial advisor. If the Client remains uncertain about the risks even after consulting a professional, they should refrain from trading CFDs.

11.3. CFDs are derivative instruments whose price depends on the value of underlying assets (such as currencies, stocks, indices, metals). The Client must be aware that any changes in the price of an underlying asset can impact their profit or result in losses.

11.4. Past performance of CFD trading does not guarantee future results. Historical data cannot reliably predict future financial performance.

### **11.5. Leverage and Financial Risk**

11.5.1. Trading with leverage involves high risk. Even small market movements can result in significant profits or substantial losses.

11.5.2. The Client may lose both their initial deposit and any additional funds deposited into their trading account. If the market moves against the Client's position, they may be required to deposit additional margin funds. Failure to meet this margin requirement may lead to the Company closing the Client's positions, resulting in financial losses.

### **11.6. Risk-Reduction Orders and Strategies**

11.6.1. Setting Stop Loss and Limit Orders does not guarantee full loss protection. Under market instability or low liquidity conditions, these orders may not be executed at the requested level.

11.6.2. Even a professional financial advisor cannot guarantee the absence of losses.

### **11.7. Market Volatility**

11.7.1. Some financial instruments experience significant intraday price fluctuations, increasing the likelihood of both profits and losses.

11.7.2. CFD prices and underlying assets can change sharply due to market conditions, political events, and economic factors. In certain cases, the Client's orders may be executed at prices significantly different from their requested prices, leading to additional losses.

### **11.8. Margin Trading**

11.8.1. Due to the margin system, even minor changes in market prices can have a disproportionately large impact on the Client's trading operations. If the market moves against the Client's position, they may lose their entire deposit and incur additional costs.

### **11.9. Liquidity Risks**

11.9.1. Some underlying assets may have low liquidity, making them difficult to buy or sell. This can lead to order execution delays and the inability to close positions quickly.

### **11.10. Contracts for Difference (CFDs)**

11.10.1. CFDs are speculative instruments intended only for experienced investors. Market changes may result in the complete loss of the deposit and additional expenses.

11.10.2. CFDs carry similar risks to futures and options trading. The Client must understand all potential consequences of trading these instruments.

### **11.11. Over-the-Counter (OTC) Trading Risks**

11.11.1. CFDs are traded on the over-the-counter (OTC) market, meaning they are not subject to centralized exchange regulations. This may create difficulties in closing positions, price formation, and liquidity.

11.11.2. The trading platforms used by the Company are not centralized exchanges and do not provide equivalent levels of protection.

### **11.12. Conditional Obligation Investment Transactions**

11.12.1. Margin trading may require the Client to make additional payments beyond their initial deposit.

11.12.2. If the market moves unfavorably, the Client may incur losses exceeding their deposit.

### **11.13. Collateral Risks**

11.13.1. If the Client provides collateral, they must understand that their assets may be used to fulfill obligations.

### **11.14. Suspension of Trading**

11.14.1. Under certain market conditions, trading may be suspended, and orders may be executed at prices different from those requested.

### **11.15. No Ownership of Underlying Assets**

11.15.1. CFD trading does not grant ownership rights to underlying assets—it is purely speculative.

### **11.16. Slippage Risk**

11.16.1. Market volatility can lead to slippage—orders being executed at a price different from the expected one.

### **11.17. Overnight Financing Fees**

11.17.1. Open CFD positions may be subject to overnight financing fees (swap), which can impact trading profitability.

## **12. Advice and Recommendations**

12.1. The Company does not provide investment advice. The Client makes independent decisions and assumes all risks.

12.2. The Company is not responsible for tax or legal consequences of Client transactions.

### **13. No Profit Guarantees**

13.1. The Company does not guarantee profits or the absence of losses when trading CFDs. The Client fully understands and accepts all risks involved.