ASSUMPTION AND DISCLOSURE OF POTENTIAL RISKS

This **Assumption and Disclosure of Risk** document (hereinafter referred to as the *"Agreement"*) is issued by the Company to formally disclose to the Client the material risks inherent in accessing and transacting with financial instruments offered by the Company. By engaging with the Company's services, the Client irrevocably confirms their understanding, acceptance, and assumption of all risks set forth herein, as well as any other inherent risks not explicitly stated, and acknowledges the speculative nature of such financial activities.

CHAPTER I – SCOPE OF INSTRUMENTS AND MARKET RISKS

I.I The Client expressly acknowledges that they are trading contracts for settlement of price differentials and not acquiring or owning the underlying assets. All profit or loss is determined solely by the movement in price between the entry and exit of a position.

I.II The Client acknowledges and accepts that the Company provides access to complex financial instruments, including but not limited to Contracts for Differences (CFDs), which derive their value from underlying reference assets such as:

Currencies (fiat and digital)
Commodities
Stock indices
Equities
Cryptocurrencies

These instruments are speculative in nature and may not be appropriate for all participants in the financial markets.

I.III The Client affirms that leveraged trading magnifies both gains and losses. Transactions in leveraged products may result in losses exceeding the Client's initial deposit. Consequently, leveraged instruments should only be used by those with a full understanding of the associated financial exposure.



I.IV The Client acknowledges that financial markets for the aforementioned instruments are inherently volatile and subject to unpredictable price movements due to macroeconomic events, geopolitical risks, liquidity fluctuations, and other market disruptions.

I.V The Client accepts that past performance of any financial product, asset, or strategy is not indicative of future outcomes. The Company makes no assurance or representation regarding the profitability or success of any trade.

I.VI The Client acknowledges that during periods of heightened market volatility or low liquidity, the execution of orders may be adversely affected, leading to price slippage or gapping. Such occurrences may cause positions to be executed at less favorable prices than anticipated.

I.VII The Client is solely responsible for assessing the suitability of any financial instrument or trading strategy in light of their own objectives, experience, financial condition, and risk tolerance. The Company bears no responsibility for evaluating the Client's investment appropriateness.

I.VIII The Client affirms that they have reviewed and understood the risks outlined in this Instrument and, where appropriate, have sought independent financial, legal, or tax advice prior to initiating any transactions.

CHAPTER II – MARGIN, EXECUTION, AND LIQUIDITY RISKS

II.I The Client is solely responsible for maintaining adequate margin in their trading account. Should the equity level in the Client's account fall below the required margin threshold, the Company is authorized to liquidate any or all positions without prior notice. The Client shall remain liable for any resultant negative balance or financial loss.

II.II Market conditions such as high volatility, illiquidity, or discontinuous pricing may result in price slippage or market gapping, where executed prices deviate significantly from requested levels. The Client accepts that such execution variance may occur without warning and may be to their detriment.

II.III The Client acknowledges that market orders may not be filled at the requested price, or may be partially filled due to lack of market liquidity. In certain scenarios,

🐸 FINAUREX

including expiration of contract terms or account margin breaches, the Company reserves the right to forcibly close positions without Client intervention.

II.IV The Client accepts that reliance on electronic trading systems and internet infrastructure introduces the risk of technological failure. Delays, transmission errors, server outages, and other technical malfunctions may interfere with the timely execution of transactions. The Company disclaims any liability for losses arising from such events.

CHAPTER III – INFORMATION, LEGAL OBLIGATIONS, AND COUNTERPARTY RISK

III.I The Client may receive access to market research, news, trading tools, and educational materials provided by the Company. These resources are intended for informational purposes only. The Company does not warrant the accuracy, completeness, or fitness of such materials for any particular investment purpose.

III.II The Client remains solely responsible for determining the suitability of trading strategies and financial instruments, based on their personal financial circumstances, investment objectives, and risk appetite. The Company does not act as a fiduciary or investment advisor.

III.III The Client acknowledges their full responsibility for all tax, reporting, and regulatory obligations arising from their trading activities. The Company shall not provide tax advice, nor shall it bear liability for any charges imposed by applicable authorities.

III.IV The Client understands and accepts the risk of counterparty default. In the unlikely event that the Company or any liquidity provider involved in trade execution becomes insolvent or unable to fulfill obligations, the Client may incur financial losses, including potential loss of collateral or unrealized profits.

CHAPTER IV – FINAL REPRESENTATIONS, JURISDICTION, AND ACCEPTANCE

IV.I The Client confirms that they have read, understood, and voluntarily accepted all risks outlined in this Agreement. The Client warrants that they are financially and emotionally prepared to accept the possibility of full capital loss.

IV.II The Client affirms that no guarantees of profit, avoidance of loss, or assurance of favorable trading conditions have been made by the Company or any of its representatives.

IV.III The Client acknowledges that this Agreement constitutes an integral component of the contractual relationship between the Client and the Company and is enforceable under the applicable Terms of Use.

