

## Risk Disclaimer

The purpose of the given notice is to inform the Clients on the potential risks connected with the trading operations in financial markets (including the Forex market).

The given notice may not contain all information on all potential risks in view of the variety of the situations possible.

The given Notice is an integral part of the Service Agreement. All terms and concepts, used in the given Notice, shall be interpreted within the context, stated in the Service Agreement.

Operations in financial markets can result in potentially big profit. However, they can also bear potential risks connected with the leverage effect and high volatility of instruments, used in financial markets trading. Accepting the Service Agreement, the Client fully understands and bears the responsibility for the risks, referred to in the given Notice.

The Company highly recommends the Clients to consider the issue seriously and to decide if the risks connected with trading operations in financial markets are reasonable with account of their purposes and financial capacities.

Besides, the Company strongly encourages the Clients to study all key materials, placed on [www.maximarkets.org](http://www.maximarkets.org), in order to obtain a clear idea of both trading in financial markets and the risks inherent in trading in financial markets.

The Company also draws the Clients' attention to the fact that the forecasts provided to the users are mere the result of analytical estimations of financial markets situation, and under no circumstances they can be treated as recommendations to the Clients for opening transactions and the development of their individual trading strategy.

The Clients perform their operations in financial markets at their own expenses, at their sole discretion, and at their own risk. The Client bears full responsibility for potential risks management, using his/her financial resources, chosen trading strategy and results of his/her deals. In no way does the Company bear any responsibility for possible loss, either direct or indirect,

which the Clients can face as a result of their operations, including those made on the basis of forecasts obtained from the Company.

The Company strongly encourages the Clients to use stop loss orders to minimize possible loss.

As hardware and software tools are used to implement a transaction in financial markets, there is a certain potential risk of financial losses as a result of malfunction or slow operation of information, communication, electronic and other systems. The Clients accept the fact that being sent via e-mail in clear information is unprotected against the unauthorized access. The Clients assume risks of the unauthorized access by the third party to the possibility of implementing transactions on behalf of the Client.

The Clients assume risks of financial losses due to force-majeure.

The Client assumes risks in all cases, when the implementation of transactions by individuals in financial markets (and in the Forex market in particular) is prohibited or limited by the legislation of the residence country of the Client.

Irrespective of whether the Client informs the Company on such prohibition for the Client (including the information about the place of permanent residence of the Client, holding the citizenship of the given country, holding citizenship of other countries, etc.) or not, the Client assumes all risks resulting from national peculiarities of regulation of the access to trade in financial markets (including the Forex market) for individuals in the given country. The Company notifies the Clients that there is a prohibition or considerable limitations of brokerage activities aimed at providing Clients with the access to financial markets (and to the Forex market in particular) in some jurisdictions. As a result, the Company does not operate on the territory of such jurisdictions. In particular, the Company does not operate on the territory of the United States of America and Israel. However, taking into account the fact that the services involving granting access to financial markets, provided by the Company, are of the publicly available, and in view of the fact that Clients solely make the decision on informing the Company on holding the citizenship of a certain country, or the place of permanent residence, as well as due to the fact that the Company does not have a technical possibility to track the territory of the country where the Client operates from (one reason is VPN software, which conceals the factual location of the Client and amongst others there is the possibility that the Client travels from one country to another one during the period when the services are provided) – all possible negative effects of the conditions stated above are the sole responsibility of the Client.

Accepting the conditions of the Service Agreement, the Client acknowledges that he/ she has researched the issue of lawfulness in respect of the Client taking part in trade in the financial markets, estimated the consequences of his/her actions and fully informed the Company on his/her status.

Agreeing with the terms of the Service Agreement, the Client is warned that the relations between the Parties are settled by the Service Agreement. The parties may, if necessary, agree and sign other agreements supplementing and concretizing the mutual rights and obligations. These agreements are valid only if they contain the signature of the Client and the signature of the duly authorized representative of the Company with the Company's seal. The client is warned that any agreements signed on behalf of the Company by an unqualified person or not containing a seal of the Company do not impose any obligations on the Company.

**AFEX** | CAPITAL