

Risk Disclosures

Risk Warning

Contracts for Difference (hereinafter "CFDs") are complex financial products which are not suitable for all investors. CFDs, are leveraged products that mature when a client (hereinafter "the Client", "you", "your"), chooses to close an existing open position. By investing in CFDs, you assume a high level of risk which can result in the loss of all of your invested capital.

You should not invest more than the capital that you can afford to lose. Before deciding to trade, you should ensure that you understand the risks involved. You may seek independent financial advice, if necessary.

Scope of the Risk Disclosures

Alfa Capital Holdings (Cyprus) Limited, (hereinafter "the Company"), operates under the Cypriot Law L.87(I)/2017 titled "Investment Services and Activities and Regulated Markets Law of 2017" and all the services it offers to you are subject to the Market in Financial Instruments Directive 2014/65/EU and the Markets in Financial Instruments Regulation 600/2014 (hereinafter "MiFID II"). The Risk Disclosures document is provided to you in accordance with the requirements of the above legislation which applies to the provision of investment services, the exercise of investment activities, the operation of regulated markets and other related markets.

It should be noted that it is impossible for the Risk Disclosures document to contain all the risks and aspects involved in trading CFDs and other Forex speculative products (e.g. rolling spots). You need to ensure that your decision is made on an informed basis and as a minimum you should be taking into consideration the following.

Main risks associated with transactions in CFDs and other speculative products

Prior to trading CFDs and other speculative products such as rolling spots, you need to ensure that you understand the risks involved. CFDs and rolling spots are leveraged products; therefore, they carry a higher level of risk to your capital compared to other financial products. The value of CFDs and rolling spots may increase or decrease depending on market conditions.

Due to the fact that CFDs and rolling spots are leveraged products, engaging in such trading may not be suitable for you, therefore before investing, independent advice should be sought if necessary. The potential for profit must be balanced alongside prudent risk management, given the significant losses that may be generated over a very short period of time when trading such instruments.

You should not commence trading in CFDs or/and other speculative Forex products unless you understand the risks involved.

Capital Loss and effect of leverage

Under margin trading even small market movements may have great impact on the Client's deposited funds, since all accounts trade under the effect of leverage. Under the leverage effect, and if the market moves against the investor, the investor may sustain a loss greater than the initially invested capital. It should be noted, however, that the Company operates on a “negative balance protection” basis; this means that you cannot lose more than your invested capital.

The Client shall be responsible for all financial losses caused by the opening of a position using temporary excess Free Margin on the Trading Account gained as a result of a profitable position opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error, which was cancelled afterwards by the Company, in line with relevant provisions of the Margin Trading Agreement.

In addition, in the case of a Force Majeure Event¹, the Client shall understand and accept the risk of possible financial losses.

Before investing in margin trading instruments or in any other trading strategy, you should understand clearly all risks involved, and ensure that you only invest financial resources that you can afford to lose, if market moves against you.

Credit and Insolvency Risk

When trading CFDs and rolling spots, you are effectively entering into an over-the-counter (hereinafter “OTC”) transaction; this implies that any position opened with the Company cannot be closed with any other entity. OTC transactions may involve greater risk compared to transactions executed on regulated markets e.g. traditional exchanges; this is due to the fact that in OTC transactions there is no central counterparty and either party to the transaction bears certain credit risk. As a result you are exposed to credit risk in case of default or insolvency of the Company.

The Company's insolvency or default, may lead to positions being liquidated or closed out without the Client's consent. In certain circumstances, the Client may not get back the actual assets which he/she pledged as collateral and he/she may have to accept any available payments in cash or by any other method deemed to be appropriate.

It is noted that Clients' segregated funds will be subject to the protections conferred by the applicable Regulations. The Company participates in the Investor Compensation Fund (ICF) for non-professional clients of investment firms regulated in the Republic of Cyprus. Clients will be entitled to compensation under the ICF where the Company is unable to meet its duties and obligations arising from the Client's claim. The maximum amount of compensation paid to covered Clients (the “applicant”), who will be deemed as eligible for compensation, is twenty thousand Euros. The said coverage applies to the total

¹ **A Force Majeure Event** will include, but is not limited to, the following: (a) an event or circumstance beyond the reasonable control of the Company, including without limitation fires, strikes, insurrection or riots, embargoes, wrecks, requirements or regulations of any state authority, computer or power failures or breakdown of communication lines; (b) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental bodies or authorities) that, prevents the maintenance of an orderly market in one or more of the trading instruments in respect of which the Margin Trading Agreement relates; (c) the suspension or closure of any market or the abandonment or failure of any event on which the Company bases, or to which it in any way relates, its quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; (d) the occurrence of an excessive movement in the level of any transaction and/or the underlying market or its anticipation (acting reasonably) of the occurrence of such a movement; (e) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; (f) failure of any relevant supplier, intermediate broker, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

As a result of the aforementioned events, the Company may be unable to execute Client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the Client's loss.

amount of claims by an applicant against an ICF member (i.e. the Company), irrespective of the number of accounts, the currency and the place of provision of the service. Additional information about ICF and covered Clients can be found in the link below: <http://www.cysec.gov.cy/en-GB/complaints/tae/information/>.

Market Risk

CFDs and other Forex related transactions are exposed to market events, inter alia, to the implementation of governmental, agricultural, commercial and trade programs and policies, national and international socioeconomic and political events, natural disasters etc., which may substantially affect the price or availability of a given underlying. Based on the underlying of each contract, you are exposed to different types of market risk such as equity market risk, interest rate market risk, commodity risk and foreign exchange market risk.

You must therefore carefully consider your investment objectives, level of knowledge and experience as well as your risk appetite prior to entering this market.

Liquidity of the underlying asset

Some of the underlying assets may not become immediately liquid as a result of reduced demand for such assets, and therefore the Client may not be able to obtain the information on the value of these or the extent of the associated risks.

Technical Risk

The Client is exposed to the risk of financial loss that might arise due to possible system failures, which can result in the client's order not being executed according to his/her instructions or not executed at all. The Company does not accept any liability in the case of such system failures.

The following events should be treated as "System Failures":

- Client's or Company's hardware/software failure, malfunction or misuse;
- Poor Internet connection either on the side of the Client or the Company or both, or interruptions or transmission blackouts or public electricity network failures or hacker attacks, overload of connection;
- The wrong settings in the Client's Terminal;
- Delayed Client Terminal updates;
- The Client disregarding of the applicable rules described in the Client Terminal User Guide and on the Company's Website.

Trading Platform

The Client accepts that the only reliable source of price related information is the Quotes represented on the real/live server; this service may be disrupted and as a result, price related information may not reach the Client.

The Client shall regularly consult the Help menu or the User Guide of the trading platforms.

Communication

The Client may be subject to financial losses that could be caused by the fact that he/she has received with delay, or has not received at all, a notice sent by the Company.

The Client acknowledges that the unencrypted information transmitted by email is not protected from any unauthorised access.

The Client is fully responsible for the privacy of the information received from the Company and accepts the risk of any financial losses caused by the unauthorised access of a third party to the Client's Trading Account.

The Company has no responsibility if any third person gets access to information, including electronic addresses, electronic communication and personal data, when the aforementioned are transmitted to the Company, or to any other party, where relevant, using the internet or other network communication facilities, telephone, or any other electronic means. It is noted, however, that the Company applies all reasonable steps to ensure that Clients' personal data will be processed in a manner that ensures appropriate security, including possible protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

Suspensions of Trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement, for example when the prices rise or fall in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Placing a stop loss order will not necessarily eliminate your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price. In addition, under certain market conditions the price at which a stop loss order is executed may be worse than its stipulated price and the realized losses can be greater than expected.

Third Party Risk

It is understood that the Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as 'clients' accounts') with reliable credit institutions in EEA or in a third country. Although the Company shall exercise due skill, care and diligence in the selection of the credit institution as described in our Terms of Business, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the credit institution where Client money will be held.

For more information in relation to safeguarding and administration of client funds, please refer to the Terms of Business.

Additional Disclosures

Rights to Underlying Assets

The Client has no rights or obligations in respect of the underlying assets relating to his/her CFD and other Forex related transactions. The Client understands that CFDs/rolling spots transactions can have different underlying assets, such as stocks, indices, currencies and commodities. The Client also understands that the effect of leverage makes investing in CFDs and rolling spots riskier than investing in the underlying asset itself.

Taxation

Although investing in CFDs does not involve taking physical delivery of the underlying financial instrument, independent tax advice should be sought, if necessary, to establish whether you are subject to any tax, including stamp duty.

Managers' Investment Accounts

The Company offers the service, but is not involved in the management and investment decisions made on Managers' Investment Accounts. Past returns on the Managers' Investment Accounts should not be used as guarantee of future performance.

Margin Requirements

The Client must maintain the minimum margin requirement on their open positions at all times. It is the Client's responsibility to monitor his/ her account balance. The Client may receive a margin call to

deposit additional cash if the margin in the account concerned is too low. The Company has the right to liquidate any or all open positions whenever the minimum margin requirement is not maintained and this may result in Client's positions being closed at a loss for which the Client will be liable.

Conflicts of Interest

The Company is the counterparty to all transactions entered into under the Margin Trading Agreement and, as such, the interests of the Company may be in conflict with the Clients' interests. Nevertheless, the Company is committed to be acting honestly, fairly and in accordance with the Clients' best interests. In the case where the measures put in place are not sufficient to avoid or manage a conflict of interest relating to a Client, the Company will disclose the conflict of interest before undertaking further business with the Client. Further information about conflict of interest can be found in Terms of Business.