



RISK DISCLOSURE POLICY



This appendix to the services agreement ("Agreement") contains a risk disclosure and warning notice that applies to Opensoft LLC ("the Company," "We," or "Us") and is sent to you, our client or prospective client.

Before requesting a trading account from the company or starting to trade with it, all clients and potential clients are strongly encouraged to carefully read the risk disclosures and warnings included in this document.

However, it should be noted that not all of the risks and other important factors associated with trading in financial instruments are disclosed or explained in this document. The purpose of this notice, as per the Law, is to fairly and non-misleadingly describe in general terms the nature of the risks associated with dealing in financial instruments.

GENERAL RISK DISCLOSURES

It is essential for the client to fully understand and grasp the risks associated with each financial instrument before making any direct or indirect investments in them.

The Company does not provide the Client with any advice or recommendations concerning investments, financial instruments, or potential transactions involving investments of any kind. Prior to placing an order or entering into the services agreement ("Agreement") with the Company, the Client should carefully assess whether investing in a specific Financial Instrument is suitable given their circumstances and financial capabilities.

If uncertain about the risks involved, the Client should seek advice and guidance from an independent financial advisor. If the Client still does not comprehend the risks associated with trading any financial instruments, they should refrain from trading altogether.

When buying or selling any financial instrument, the Client should be aware that there is a substantial possibility of losing all or part of their initial investment, and they should be willing to accept this risk.

OVERALL RISK CONSIDERATIONS

- The capital deposited by the client into the trading account for trading purposes is not guaranteed by the company. Additionally, the company cannot guarantee the results of any investments made in financial instruments.



- The Client should acknowledge that, despite any information provided by the Company, the value of investments in Financial Instruments may fluctuate both downwards and upwards. It is also possible that the investment may become entirely worthless.
- Information regarding the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a reliable or guaranteed forecast regarding the future performance of the Financial Instruments referenced by such information.
- The Client is hereby warned that transactions in financial instruments conducted through the Company may involve speculative nature, and significant or total losses could occur within a short period of time.
- Some Financial Instruments may not become immediately liquid due to, for example, reduced demand, and the Client may find it difficult to sell them or obtain information promptly regarding their value or the extent of associated risks.
- A Derivative Financial Instrument, such as an option, future, forward, swap, or contract for difference, is a non-deliverable spot transaction that allows for profit opportunities based on fluctuations in currency rates, commodities, stock market indices, or share prices, known as the underlying instrument. The value of a derivative financial instrument is directly influenced by the price of its corresponding underlying instrument.
- Before beginning to trade, the Client should obtain details of all legal documents, commissions, and other charges for which they will be liable. This information can be found on the Company's website or in the Client's area. You acknowledge and understand that commissions and other charges may change at any time, and it is your sole responsibility to stay informed by visiting the Company's website.
- Before you begin trading, you should also obtain details about the financial instrument you wish to trade from the Company's website. You acknowledge and understand that commissions and other charges may change at any time, and it is your sole responsibility to stay informed by visiting the Company's website.



RISKS SPECIFIC TO CFD TRADING

- The Client must not purchase a derivative financial instrument (such as an option, future, forward, swap, or contract for difference) unless they are willing to undertake the risks of losing some or all of the invested money, as well as any additional commissions and other incurred expenses.
- All clients wishing to invest in Contracts for Differences (CFDs) should carefully read this section.
- However, it is important to note that this document cannot and does not disclose or explain all the risks and other significant aspects involved in dealing with CFDs. It is emphasized that for many members of the public, dealings in CFDs will not be appropriate. Therefore, the Client should not engage in any dealings, directly or indirectly, in CFDs unless they fully understand the features and risks involved. The Client should also be aware that they may lose some or all of their money and incur additional charges.
- If the Client does not understand the risks involved in trading CFDs, they should not trade at all.
- The Client is warned of the following risks related to CFDs: CFDs are derivative financial instruments whose prices are derived from the prices of the underlying assets to which the CFDs refer (e.g., currency pairs, stocks, metals, indices, etc.). Derivative financial instruments and related underlying markets can be highly volatile. The prices of CFDs and their underlying assets may fluctuate rapidly and over wide ranges, reflecting unforeseeable events or changes in conditions, none of which can be controlled by the Client or the Company. Under certain market conditions, it may be impossible for a Client's order to be executed at the declared price, leading to losses or failure to execute the order at all. Prices of CFDs will be influenced by, among other things, changing supply and demand relationships, governmental, agricultural, commercial, and trade programs and policies, national and international political and economic events, and the prevailing psychological characteristics of the relevant underlying marketplace.

Some of the underlying instruments of CFDs may not become immediately liquid due to reduced demand for the underlying instrument, and the Client may not be able to obtain information on the value of these instruments or the extent of the associated risks.

Trading in CFDs is speculative and carries a high level of risk. This is particularly true because trading is conducted using margin, which covers only a small percentage of the value of the underlying asset being traded. Consequently, even small price changes in the underlying assets or products of CFDs can lead to significant or total losses. You should be aware that by trading CFDs, you may lose the margin held with the Company, which serves as collateral for opening and maintaining your trading positions.

Therefore, trading in CFDs is appropriate only for persons who:



- a. understand and are willing to assume the economic, legal and other risks involved in such transactions; and
 - b. are financially able to withstand losses of their initial margin funds and any additional funds transferred to the Company to maintain their positions.
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- i. When you engage in CFD trading, you are placing a trade based on price movements. The prices quoted to you by the Company will include a spread, mark-up, or markdown compared to the prices the Company might receive or expect to receive if it were to cover transactions with you through trades in the interbank market or with another counterparty. Be aware that the total impact of these spreads may be significant relative to the size of the margin you post and may make it more challenging for you to realize a profit from your trading. You should carefully consider how spreads, mark-ups, or mark-downs affect your ability to profit from trading.
 - ii. The "gearing" or "leverage" in CFD trading is a distinctive feature that refers to the funds the Company requires you to provide when opening a position, compared to the notional size of the trade you can enter. This means that a small margin deposit can result in large losses as well as gains. Consequently, even a relatively small movement in the underlying asset can lead to proportionately much larger changes in the size of any loss or profit, potentially working against you as well as for you.
 - iii. You may lose the entire amount you deposit with the Company as margin. Orders intended to limit losses, such as "stop-loss" or "limit" orders, may not always be effective due to market conditions or technological limitations that could prevent their execution. Additionally, even with guaranteed stop-loss orders, you might incur losses in a short period. In some cases, the execution of a stop-loss order may occur at a worse price than intended, leading to realized losses larger than expected.
 - iv. You are responsible for paying all losses you sustain, as well as any other amounts payable under the terms and conditions for CFD trading. If you choose to engage in CFDs, you must accept this level of risk.
 - v. CFD transactions involve contingent liabilities, and you should be aware of the implications, especially regarding margin requirements. Clients are required to deposit funds into their trading accounts to open positions. The margin requirement depends on the underlying instrument of the CFDs and may be fixed or calculated based on the current price of the underlying instrument, as per the Agreement.
 - vi. The Client is responsible for monitoring their account and may need to deposit additional funds to maintain their positions. If the margin capital is insufficient to keep current positions open, the Client may be required to deposit additional funds on short notice or reduce exposure. Failure to meet margin calls in the required time may result in the liquidation of positions at a loss, and the Client will be liable for any resulting deficit.



- vii. CFD transactions are not conducted on a recognized or designated investment exchange but are carried out through the Company's trading systems. This may expose the Client to greater risks compared to exchange transactions. While some off-exchange markets are highly liquid, transactions in off-exchange or non-transferable derivatives may carry greater risk due to the lack of an exchange market for closing out open positions. It may be difficult to liquidate an existing position, assess its value, or determine exposure to risk. Bid and ask prices may not be quoted, and even when they are, they are set by the counterparty, making it challenging to determine a 'fair price.'
- viii. You may only trade CFDs with the Company in the underlying assets (such as currencies and commodities) that are offered by the Company. The Company does not guarantee the continued availability of all such underlying assets. Prices of CFDs derive from the prices of the underlying assets or markets, which the Company cannot control and may be volatile and unpredictable. These movements will affect the Company's prices, whether or not you can open or close a position and at what price you can do so.
- ix. The Company may have access to information not available to you and may have acquired trading positions at prices not available to you.
- x. Under its Best Execution Policy, the Company is not obligated to provide you with market or other information it possesses, nor to modify or refrain from its own trading activities.
- xi. Some CFDs may not become immediately liquid, which means you might not be able to sell them or easily obtain information about their value or the extent of associated risks.

EXTERNAL RISKS

The Client is warned of the following third-party risks, which apply unless otherwise specified in the Agreement:

- i. The Company may transfer money received from the Client to a third party to hold or control for the purpose of executing a transaction or satisfying the Client's collateral obligations (e.g., initial margin requirement). The Company is not responsible for any actions or omissions of the third party holding the Client's money.
- ii. The third party holding the Client's money may use an omnibus account, making it difficult to distinguish the Client's money from that of other clients or the third party's own funds. In the event of the third party's insolvency or similar proceedings, the Company may only have an unsecured claim on behalf of the Client against the third party. The Client may face the risk that the money



from the third party is insufficient to cover their claims. The Company does not accept liability for any resulting losses.

- iii. The Company may deposit Client funds with a depository that may have a security interest, lien, or right of set-off concerning those funds.
- iv. While the Company is required to keep Client money in a segregated account separate from its own funds, this segregation may not offer complete protection in the event of the default of the third party holding the Client's money.

TAXES

- i. There is a risk that the Client's trades in Financial Instruments may be subject to tax and/or other duties due to changes in legislation or personal circumstances.
- ii. The Agreement or transactions conducted under the Agreement may be subject to tax and/or stamp duty in certain jurisdictions, and the Company does not guarantee that no such taxes or duties will be payable.
- iii. The Client is responsible for any taxes and/or other duties that may arise in connection with their trades.

OPERATIONAL RISKS

The Client should be notified of the following technical risks, which are not covered in the Agreement:

- The Client, and not the Company, is responsible for any financial losses resulting from failures, malfunctions, interruptions, disconnections, or malicious actions affecting information, communication, electricity, electronic, or other systems.
- As the Client uses an electronic system for transactions, they are exposed to risks related to system failures, including hardware, software, servers, communication lines, and internet failures. Such issues may result in orders not being executed according to instructions or not being executed at all. The Company does not accept liability for such failures.
- The Company is not responsible if unauthorized third parties gain access to Client information, including electronic addresses, electronic communications, and personal data,



due to the Client's negligence. This also applies to any transmission of such information between the Company and the Client or other parties via the internet, network communication facilities, telephone, or other electronic means or postal services;

- The Client acknowledges that unencrypted information transmitted via email is not protected from unauthorized access.
- During periods of excessive deal flow, the Client may experience difficulties connecting via phone or the Company's systems, especially in volatile markets (e.g., when key macroeconomic indicators are released).
- The Client acknowledges that the internet may be subject to events affecting access to the Company's systems, including but not limited to interruptions or transmission blackouts, software and hardware failures, internet disconnections, public electricity network failures, or hacker attacks. Unless otherwise specified in the Agreement, the Company is not responsible for any damages or losses resulting from such events, including but not limited to loss of profit, or for any other costs, liabilities, or expenses arising from the Client's inability to access the Company's systems or delays or failures in sending orders or transactions.
- The Client is warned that while trading on an electronic platform, they assume the risk of financial loss due to, among other things: failure of the Client's devices, software, and poor quality of connection; hardware or software failure, malfunction, or misuse on either the Company's or the Client's side; improper functioning of the Client's equipment; incorrect settings on the Client's Terminal; and delayed updates to the Client's Terminal.
- In connection with the use of computer equipment, data and voice communication networks, the Client solely bears the following risks, amongst other risks, in which cases the Company has no liability of any resulting loss (unless otherwise specified at the Agreement): Power cut of the equipment on the side of the Client or the provider, or communication operator (including voice communication) that serves the Client. Physical damage (or destruction) of the communication channels used to link the Client and provider (communication operator), provider, and the trading or information server of the Client. Outage (unacceptably low quality) of communication via the channels used by the Client, or the channels used by the provider, or communication operator (including voice communication) that are used by the Client. Wrong or inconsistent with requirements settings of the Client Terminal. Untimely update of the Client Terminal. When carrying out transactions via the telephone (land or cell phone lines) voice communication, the Client runs the risk of problematic dialling, when trying to reach an employee of the broker service department of the Company due to communication quality issues and communication channel loads. The use of communication channels, hardware and software, generate the risk of:



- I. no reception of a message (including text messages) by the Client from the Company.
- II. Malfunction or non-operability of the trading system (platform), which also includes the Client Terminal.
- III. Outage (unacceptably low quality) of communication via the channels used by the Company, in particular physical damage (destruction) of the communication channels by third parties.

UNFORESEEABLE EVENTS

In the event of a unforeseeable Event, the Company may be unable to execute Client Orders or fulfill its obligations under the agreement with the Client. Consequently, the Client may incur financial losses, and the Client must accept the risk of such losses. For more details, refer to the Agreement.

FINANCIAL DISTRESS

In the event of the Company's insolvency or default, positions may be liquidated or closed out without the Client's consent. As a result, the Client may incur losses.

FOREIGN CURRENCY

When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, changes in exchange rates may negatively impact its value, price, and performance, potentially leading to losses for the Client. For Financial Instruments where the underlying asset is a currency, the potential for profit or loss is also influenced by fluctuations in exchange rates. The Client's attention is particularly drawn to currencies that are traded irregularly or infrequently, as it may be uncertain whether a price will always be quoted or whether it may be difficult to execute transactions at a quoted price due to a lack of counterparty availability.

UNUSUAL MARKET CONDITIONS

The Client acknowledges that under Abnormal Market Conditions, the time required to execute Orders may be extended, or Orders may not be executed at the declared prices, or may not be executed at all.

There may be situations, such as movements or conditions occurring on weekends, at the beginning of the week, or intra-day following the release of significant macroeconomic figures or economic and political news, where currency markets open with price levels that differ substantially from previous prices. In such



cases, there is a significant risk that orders intended to protect open positions or to open new positions may be executed at prices significantly different from those specified.