

**RISK DISCLOSURE STATEMENTS**

The following statements are intended to reveal to the Customer the potential risk in respect of the trading on the financial markets. The Customer should be aware of potential loss regarding to this risk. The notice does not disclose all of the risks and other significant aspects of trading. The terms used in these statements are identical to those used in the Terms of Business.

**1. Effect of “leverage”**

1.1. Under margin trading conditions even small market movements may have great impact on Customer trading account as we deal with the effect of leverage. The Customer must consider that if the trend on the market is against him/her the Customer may sustain a total loss of the initial margin funds and any additional funds deposited to maintain open positions. The Customer is responsible for all his/her risks, financial resources he/she uses and for the chosen trading strategy.

1.2. It is highly recommended to maintain Margin Level not lower than 1000%, as well as to place Stop Loss orders to limit potential losses.

**2. High volatile instruments**

2.1. Some of the instruments are traded within wide intraday ranges of price movements so the Customer must carefully consider that there is a high probability to have a loss not only to make a profit.

**3. Technical risk**

3.1. The Customer shall be responsible for the risks of financial losses caused by the failure of information, communication, electronic and other systems.

3.2. The Customer shall agree that trading via the client terminal assumes the possibility of financial losses, which can be caused by:

a) the failure of Customer hardware, software and internet connection;

b) the improper operation of Customer equipment;

c) the wrong settings in the client terminal;

d) delayed client terminal updates;

e) Customer ignorance of the applicable rules described in the Phenix Trader Advance or MetaTrader user.

3.3. The Customer acknowledges that at the moment of peak load there may be some difficulties in getting telephone communication with the duty operator, especially on the fast market (for example, when key economic indicators are released).

#### **4. Abnormal market conditions**

4.1. The Customer acknowledges that under abnormal market conditions the interim during which the instructions are executed may be extended.

#### **5. Trading platform**

5.1. The Customer shall acknowledge that only one request or instruction is allowed in the queue. Once the Customer has sent request or instruction any other request or instruction sent by him/her will be ignored. In the «Order» window the «Order is locked» message appears.

5.2. The Customer shall acknowledge that the only reliable source of quoting information is the server for the real Customers. Quotes base in the client terminal shall not be reliable source of getting quoting information as in case the connection between the client terminal and the server is bad, some of the quotes simply may not reach the client terminal.

5.3. The Customer shall acknowledge that when he/she closes the window of orders' placing/modifying/deleting as well as opening/closing positions, the instruction or request, which has been sent to the server, shall not be canceled.

5.4. The Customer shall accept the risk of making unplanned transactions in case he/she sends another instruction before getting the result from the previously sent instruction.

5.5. The Customer shall acknowledge that if the order has already been executed but he/she sends the instruction to modify pending order's level and the levels of Stop Loss and Take Profit orders at the same time, the only instruction, which will be executed, is the instruction to modify Stop Loss and/or Take Profit levels on the position opened on that order.

#### **6. Communication**

6.1. The Customer shall accept the risk of any financial losses caused by the fact that he/she has received with delay or has not received at all any notice from the Dealer and/or Phenix International Business Corporation.

6.2. The Customer shall acknowledge that the unencrypted information transmitted by e-mail is not protected from any unauthorized access.

6.3. The Customer agrees that the Dealer and Phenix International Business Corporation have the right to delete internal mail messages sent to the Customer within 3 days despite the fact that the Customer may not have them received.

6.4. The Customer is wholly responsible for the privacy of the information received from the Dealer and/or Phenix International Business Corporation and accepts the risk of any financial losses caused by the unauthorized access of the third party to Customer trading account.

#### **7. Force majeure**

7.1. In case of force majeure the Customer shall accept the risk of financial losses.

#### **Phenix International Business Corporation**