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1. INTRODUCTION

This Risk Disclosure Notice (the "Notice") is issued by Grow Prime Ltd (the "Company", "we", "us" or "our"). Grow Prime Ltd may provide its services under the trading name, brand name, domain name, logo or commercial style "FxGrow". FxGrow is a brand name of Grow Prime Ltd and is not a separate legal entity.

Grow Prime Ltd is incorporated under the laws of the Republic of Seychelles with Company Number 8438912-1 and is licensed by the Seychelles Financial Services Authority (FSA) as a Securities Dealer. The Company's registered office is at House of Francis, Room 302(B), Ile Du Port, Victoria, Mahe, Seychelles.

The purpose of this Notice is to inform clients and prospective clients of the key risks associated with trading contracts for difference (CFDs), derivatives and other over-the-counter (OTC) products made available by the Company. This Notice forms part of, and should be read together with, the Client Agreement / Client Terms and Conditions, Order Execution Policy, Client Money Policy, Conflicts of Interest Policy, Privacy Policy, Costs and Charges Schedule, product specifications and any other legal documents made available by the Company.

This Notice does not explain every risk that may arise. The risks described below are not exhaustive. Different instruments, market conditions, account types, platforms and client circumstances may create additional risks. You should seek independent financial, legal and tax advice if you do not understand the nature of the products, the risks involved or whether trading is suitable for you.

2. GENERAL RISK STATEMENT

Trading financial instruments, including CFDs and other leveraged OTC products, carries a high level of risk and may not be suitable for all clients. The value of your positions may move against you rapidly. You may lose part or all of your invested capital, and depending on the product, account terms and applicable protections, you may be liable for losses exceeding your deposits.

You should not trade with money that you cannot afford to lose. Before trading, you should carefully consider your investment objectives, financial situation, level of experience, knowledge of financial markets and risk tolerance.

Past performance, historical prices, examples, market commentary or educational materials are not indicators of future performance. No profit is guaranteed and no trading strategy is risk-free.

3. NATURE OF CFDS AND OTC PRODUCTS

CFDs are derivative products. When you trade a CFD, you do not own or acquire any underlying asset, security, commodity, index, metal, currency or other reference instrument. Your transaction is a contract with the Company or with the execution arrangements made by the Company, based on the price movement of the underlying reference instrument.

The Company provides execution-only dealing services in OTC products permitted under applicable Seychelles securities laws and regulations. OTC products are not executed on a centralised exchange or multilateral trading facility unless expressly stated otherwise. This means that prices, liquidity and execution may differ from exchange-traded markets and from prices displayed by third-party public sources.

OTC trading involves counterparty, pricing, execution and liquidity risks. You rely on the Company's trading platform, pricing sources, liquidity arrangements, order execution procedures and applicable legal terms.

4. LEVERAGE AND MARGIN RISK

Leveraged trading allows you to open positions with a deposit or margin that is smaller than the full notional value of the trade. Leverage can magnify profits, but it also magnifies losses. A small market movement can have a significant impact on your account equity.

You must maintain sufficient margin to support your open positions at all times. If your margin level falls below the applicable stop-out or liquidation level, the Company may close one or more open positions without prior notice. The Company may also refuse new trades, reduce exposure, increase margin requirements or otherwise restrict trading where required by market conditions, risk management or regulatory obligations.

Margin requirements and leverage ratios may vary by instrument, account type, market conditions, client classification, liquidity, volatility and the Company's internal risk parameters. The Company may change margin requirements or leverage with or without prior notice where necessary.

5. MARKET RISK AND VOLATILITY

Financial markets may be highly volatile. Prices may move quickly and unpredictably due to economic data, central bank announcements, political events, market sentiment, liquidity shortages, corporate events, news releases, natural disasters, cyber events, war, public holidays, market openings and closings or other events.

Volatility may increase the risk of rapid losses, wider spreads, slippage, rejected orders, delayed execution, reduced liquidity, close-only trading, changes in margin requirements and liquidation of positions.

You remain responsible for monitoring your positions and account equity, especially during volatile markets, market openings, market closings, weekends, holidays and major news events.

6. LIQUIDITY, GAPPING AND SLIPPAGE

Liquidity risk is the risk that an instrument cannot be traded at the desired price, size or time. Market liquidity may decrease or disappear during abnormal market conditions or outside normal trading hours.

Gapping may occur when the price of an instrument moves from one level to another without trading at prices in between. Gapping can occur at market open, over weekends, during holidays, after news announcements or in fast-moving markets. Stop-loss orders are not guaranteed to be executed at the requested price unless the Company expressly offers a guaranteed stop product and confirms its terms.

Slippage means that the execution price may be different from the price requested or displayed. Slippage may be positive or negative. It may occur in fast markets, low-liquidity conditions, at market open or close, during system latency or when order size exceeds available liquidity.

7. SPREADS, COMMISSIONS AND CHARGES

The spread is the difference between the bid price and the ask price. Spreads may be fixed or variable depending on the account type and product specifications. Variable spreads can widen significantly during volatile or illiquid market conditions.

The cost of trading may include spreads, commissions, swaps, rollover charges, conversion charges, payment charges, inactivity fees, administrative fees, mark-ups, mark-downs or other charges disclosed by the Company. Charges may reduce your account balance and affect the profitability of your trading strategy.

You should review the latest Costs and Charges Schedule, product specifications and trading conditions before trading.

8. SWAPS, ROLLOVER AND OVERNIGHT FINANCING

Positions held overnight may be subject to swap, rollover or financing adjustments. These may be debited from or credited to your account depending on the instrument, direction of the trade, interest rates, funding costs, market conditions and the Company's pricing methodology.

Swaps may be charged multiple times on certain days to account for weekends, holidays or market settlement conventions. Swap rates may change without prior notice and may be positive or negative. You should check current swap rates and product specifications

before holding positions overnight.

9. STOP-OUT, LIQUIDATION AND NEGATIVE BALANCES

If your account equity or margin level falls below the applicable requirement, the Company may close open positions at the best available price or in the manner permitted under the Client Agreement. The Company is not obliged to issue or wait for a margin call before closing positions.

Liquidation may not prevent further losses, especially during gapping, extreme volatility or illiquid markets. You may remain liable for any deficit balance unless the Company has expressly provided negative balance protection and the conditions for such protection are satisfied.

If the Company offers negative balance protection, such protection may be subject to limitations and may not apply in cases of abuse, fraud, hedging across multiple accounts, market manipulation, bad faith trading, breach of the Client Agreement or other excluded circumstances.

10. EXECUTION-ONLY SERVICE AND NO ADVICE

The Company provides services on an execution-only basis unless expressly agreed otherwise in writing. The Company does not provide investment advice, financial advice, legal advice, tax advice, portfolio management or personal recommendations.

Any market commentary, analysis, educational material, trading examples, signals, webinars, tools, calculators or platform content made available by the Company is provided for general information only and should not be treated as advice or a recommendation to trade.

You are solely responsible for your trading decisions, including whether to open, amend, hold or close a position, the size of each trade, the use of leverage, risk management tools and the suitability of each product for your circumstances.

11. TECHNICAL, PLATFORM AND COMMUNICATION RISKS

Online trading depends on technology, networks, servers, software, hardware, data feeds, internet connections, telecommunications, third-party platforms and other systems. Failures, delays, interruptions, errors or outages may prevent you from accessing your account, placing orders, modifying orders, closing positions, receiving prices or viewing accurate account information.

You may suffer financial loss due to hardware failure, software failure, poor internet connection, incorrect settings, outdated platform versions, device malfunction, power

failure, data transmission delays, server maintenance, high traffic, cyber incidents or other technical issues.

During periods of high volatility or heavy transaction flow, communication with the Company by phone, email, chat or other channels may be delayed. You remain responsible for monitoring your account and maintaining reliable access to the trading platform.

12. THIRD-PARTY, INTERNET AND CYBER RISKS

The Company may rely on third-party service providers, liquidity providers, payment service providers, banks, technology vendors, hosting providers, data providers, platform providers and communication networks. The Company is not responsible for losses caused by third-party failures except where required by applicable law.

Cybersecurity risks include unauthorized access, phishing, malware, credential theft, identity theft, distributed denial-of-service attacks, spoofed websites, fake domains and fraudulent communications. You must keep your access credentials confidential and verify that you are using the Company's official website, platform and communication channels.

You should immediately notify the Company if you suspect unauthorized access to your account or compromise of your login details.

13. CURRENCY AND CONVERSION RISK

Where your account currency differs from the currency of the instrument, deposit, withdrawal, fee, profit, loss or charge, currency conversion may be required. Exchange rates can move against you and conversion charges may apply.

Currency fluctuations may affect your account balance, margin requirement, profit, loss, costs and withdrawals. You are responsible for understanding any currency exposure created by your trading and funding activity.

14. TAXATION RISK

Trading may have tax consequences depending on your country of residence, citizenship, domicile, legal status, source of funds, type of product and personal circumstances. Tax laws and reporting obligations may change.

The Company does not provide tax advice. You are responsible for obtaining independent tax advice and for complying with all tax filing, reporting, payment and withholding obligations that apply to you.

The Company may deduct, withhold or report amounts where required by applicable law, regulation, court order, tax authority, payment provider, bank or competent authority.

15. REGULATORY AND JURISDICTIONAL RISK

Grow Prime Ltd is regulated in Seychelles. Regulatory protections, investor compensation arrangements, client money rules, dispute resolution procedures and legal rights may differ from those available in other jurisdictions.

You are responsible for ensuring that opening an account and trading with the Company is lawful in your jurisdiction. The Company may refuse, restrict, suspend or terminate services where required by law, regulation, sanctions, internal policy, risk limits or regulatory instructions.

16. PRODUCT-SPECIFIC RISKS

Different products involve different risks. Indices may be affected by the price movements of multiple underlying constituents and by index methodology changes. Commodities and metals may be affected by supply and demand, geopolitical events, storage, production, transportation, seasonality, weather, interest rates and currency movements.

Products with expiry dates may close automatically or be subject to rollover rules. Trading hours may differ by instrument and may be affected by exchange holidays, underlying market closures, liquidity provider availability or other events.

Where the Company offers additional products or features, such as copy trading, social trading, trading signals, expert advisors, automated strategies, bonuses or promotional credits, additional risks and terms may apply. You should not use such products or features unless you understand how they work and the risks involved.

17. CLIENT RESPONSIBILITY

You are responsible for reading and understanding this Notice, the Client Agreement, the Order Execution Policy, the Costs and Charges Schedule, trading conditions, product specifications and all other legal documents provided by the Company.

You are responsible for monitoring your account, managing your risk, maintaining sufficient margin, protecting your credentials, keeping your contact details up to date and ensuring that your trading activity is suitable for your knowledge, experience, financial situation and objectives.

You should use appropriate risk management tools, but you should understand that such tools may not eliminate risk and may not operate at the requested price in all market conditions.

18. ACKNOWLEDGEMENT

By opening an account, electronically accepting the Client Agreement, using the Company's website or trading platform, or placing any trade with the Company, you acknowledge that you have read, understood and accepted this Risk Disclosure Notice.

You further acknowledge that trading leveraged OTC products involves significant risk, that losses can occur rapidly, that you may lose all invested capital, that you should not trade more than you can afford to lose, and that you are solely responsible for your trading decisions.