

NEOMAAA

Risk Disclosure Statement

The Anjouan Offshore Finance Authority of the Union of Comoros with an Investment Dealer license 15968, having its registered office at Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of Comoros.

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Risk Disclosure Statement

Version v.1.0 — 1 March 2026

Neomaaa Ltd

Registered as International Business Company No. 15968

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Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros

Document Reference: NEOMAAA-RD-v1.0-2026

Created: 1 March 2026

Approved: 1 March 2026

Status: APPROVED • v.1.0

1. General Risk Warning

1.1. Trading in OTC derivative financial instruments, including CFDs on Forex, metals, indices, commodities, stocks, and cryptocurrencies, involves substantial risk of loss. The Neomaaa Vault Yield System is a balance allocation and discretionary reward feature; it is not a capital guarantee, deposit product, or investment scheme. Vault Yield Credit is not guaranteed, may be zero, and the Vault does not eliminate insolvency or platform risk. The high degree of leverage available in OTC derivative trading can work against you as well as for you. You should not trade with funds you cannot afford to lose.

1.2. Before deciding to trade OTC derivatives, you should carefully consider your investment objectives, level of experience, and risk appetite. There is a possibility that you could sustain a loss of some or all of your initial investment, and therefore you should not invest money that you cannot afford to lose.

1.3. You should be aware of all the risks associated with OTC derivative trading and seek advice from an independent financial adviser if you have any doubts.

2. CFD Trading May Not Be Appropriate for You

2.1. Before you open an account, NEOMAAA will evaluate whether the products and services you have chosen are appropriate for you based on the information you provide. Any decision to open an account and to use our products or services is yours. It is your responsibility to understand the risks involved.

2.2. During the application process, the Company may assess your previous experience and knowledge of complex financial instruments. It is your responsibility to assess whether your financial resources are adequate for your trading activity and risk appetite.

2.3. CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

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3. We Do Not Provide Investment Advice

3.1. The Company's services are provided on an execution-only basis. The Company does not provide investment advice in relation to CFDs or any other financial instruments. The Company is not an investment advisor, portfolio manager, or fiduciary.

3.2. Any information provided by the Company, including market commentary, research, analysis, or educational materials, is provided for informational purposes only and does not constitute investment advice or a personal recommendation. Any decision to trade is made by you alone.

3.3. You are responsible for managing your tax and legal affairs, including regulatory filings, tax payments, and compliance with applicable laws. The Company does not provide tax, legal, or regulatory advice.

4. Over-the-Counter (OTC) Trading

4.1. When you trade with the Company, you enter into over-the-counter (OTC) derivative contracts directly with the Company. These contracts are non-transferable and must be closed with the Company. You cannot sell or transfer your positions to third parties.

4.2. OTC trading involves greater risk than dealing in exchange-traded instruments because there is no central clearing, your ability to open and close trades depends on the Company being in a position to accept and execute orders, and there is no independent price source against which to verify the Company's quotes.

4.3. The Company operates as an OTC derivatives broker and execution venue. The Company may act as principal and counterparty to all Client transactions. Liquidity is sourced from external liquidity providers, proprietary pricing engines, and internal liquidity systems.

5. Counterparty and Execution Risk

5.1. The Company acts as the counterparty to your transactions. This means the Company's financial outcome on any transaction may be inversely correlated with your outcome. This creates a potential conflict of interest, which is standard practice in OTC derivative markets.

5.2. The Company may execute your orders internally using its own liquidity, externally with third-party liquidity providers, or using a combination thereof. The Company has full discretion in determining how to manage its risk exposure.

5.3. Prices displayed on the Company's platform are determined by the Company based on external liquidity providers, market data feeds, proprietary pricing engines, and liquidity aggregation systems. Prices may differ from prices available on external exchanges or other trading venues. The Company's prices are the sole basis for all trading operations.

5.4. The Company does not guarantee best execution, best price, or the most favorable terms for any transaction. Execution quality may vary based on market conditions, liquidity, instrument type, order size, and other factors.

6. Leverage and Margin Risk

6.1. CFD trading involves leverage (also known as "gearing" or "margining"), which means that small movements in prices are multiplied and may have a disproportionately large impact on your account balance, both in respect of profits and losses.

6.2. The higher the leverage, the higher the risk. Even a small adverse price movement can result in the complete loss of your margin deposit. You may be required to deposit additional margin at short notice to maintain your open positions.

6.3. The Company continuously revalues your open positions. Any profit or loss is immediately reflected in your account. A loss may require you to deposit additional funds immediately to maintain open positions.

6.4. If your margin level falls below the required level, the Company may close some or all of your open positions without prior notice. This is known as a "Stop Out" and is designed to limit, but not eliminate, the risk of further loss.

6.5. The Company may change leverage, margin requirements, and other trading conditions at any time without prior notice.

7. Loss Limits and Stop Loss Orders

7.1. Placing a Stop Loss order may help limit your losses, but this is not guaranteed. Your loss may be greater than the level at which you set your Stop Loss order due to slippage or gapping.

7.2. Slippage (or "gapping") occurs when the market moves past the price at which you have set your Stop Loss order. In such circumstances, the Company will close your position at the next available price, which may be significantly different from your Stop Loss level.

7.3. Markets may also be extremely volatile during news events, economic releases, or force majeure events, which may result in your Stop Loss order being executed at a substantially worse price than expected.

8. Negative Balance Risk

8.1. In certain market conditions, particularly during periods of extreme volatility, gaps, or low liquidity, your account balance may become negative, meaning you could owe more than your initial deposit.

8.2. The Company provides Negative Balance Protection to Retail Clients under normal circumstances. However, Negative Balance Protection may be revoked in cases of fraudulent, abusive, or manipulative trading activity.

8.3. Professional and Institutional Clients do not receive Negative Balance Protection and are fully liable for any negative balance on their account(s).

9. Volatility Risk

9.1. Movements in the prices of underlying markets can be volatile and unpredictable. This will have a direct impact on your profits and losses.

9.2. Certain products, such as CFDs on cryptocurrencies, are more volatile than others and may be susceptible to sharp and sudden price movements.

9.3. Volatility may be caused by economic events, political developments, market sentiment, liquidity conditions, or other factors, many of which are beyond the Company's control.

10. Currency Risk

10.1. If you trade in a market denominated in a currency other than your base currency, exchange rate fluctuations may impact your profits and losses. The aggregate of currency conversion costs may exceed any profits or increase any losses.

11. Past Performance

11.1. Past performance is not indicative of future results. There can be no certainty regarding the future performance of any underlying market or any transaction you make. No representation is made as to future performance.

12. Out-of-Hours and Weekend Trading

12.1. During out-of-hours sessions, the Company's quotations reflect the Company's own assessment of market prospects, which may include reference to price movements in other relevant markets. There may be no independent source against which to verify the Company's quotations at these times.

12.2. Weekend gaps may result in significant price differences between the closing price on Friday and the opening price on Monday, which may adversely affect your open positions.

13. Liquidity Risk

13.1. Under certain market conditions, you may find it difficult or impossible to open or close a position. This may occur, for example, during rapid price movements or when the underlying market is suspended or closed.

13.2. The Company is not obligated to provide liquidity, quotes, or execution at all times. The Company may withdraw liquidity, widen spreads, or cease offering execution on any instrument without prior notice.

13.3. Market disruptions, flash crashes, black swan events, or other extraordinary market conditions may result in the Company being unable to execute orders at the requested price or at all.

14. Technology and Platform Risk

14.1. Electronic trading systems, including the Company's trading platform, are subject to operational risks including software failures, hardware failures, network issues, power outages, and cyber attacks.

14.2. The Company shall not be liable for any losses arising from platform outages, delays, interruptions, errors, data corruption, system malfunctions, or any other technical failure.

14.3. The functions available via mobile applications may differ from those available on desktop and may limit your ability to monitor positions or take action during adverse market conditions.

14.4. Latency (delay in data transmission) is an inherent and normal characteristic of electronic trading. Execution prices may differ from prices displayed at the time of order submission.

15. Prohibited Trading Practices and Anti-Abuse

15.1. The Company prohibits abusive trading practices and reserves the right to take action against any Client engaged in such practices. Prohibited trading practices include but are not limited to:

- a) Latency arbitrage (exploiting price feed delays between the Company and external sources);
- b) Quote manipulation or price manipulation;
- c) Cross-broker arbitrage (simultaneous positions across multiple brokers to exploit pricing differences);
- d) Execution pattern inconsistencies strategies designed to systematically trade against the Company's pricing;
- e) Coordinated trading across multiple accounts or with other persons;
- f) Use of external pricing feeds, data sources, or algorithms to exploit latency or pricing inefficiencies;
- g) High-frequency trading (HFT) abuse or API exploitation;
- h) Bonus or promotion abuse;
- i) Any strategy the Company deems to unfairly exploit its infrastructure, pricing, or execution systems.

15.2. Where the Company identifies prohibited trading practices, the Company reserves the right to:

- a) Void, cancel, or reverse any or all trades;

- b) Cancel or reverse and withhold any profits derived from prohibited practices;
- c) Suspend or terminate the Client's account;
- d) Recover any losses incurred by the Company;
- e) Report the activity to relevant authorities.

15.3. The Company's determination of what constitutes prohibited trading shall be made in accordance with the Company's procedures. The Company may monitor trading behavior, execution patterns, and abuse indicators, and may take action at any time without prior notice.

16. Trade Validity and Pricing Corrections

16.1. The Company reserves the right to cancel, void, reverse, adjust, or correct any trade or trading result where:

- a) The trade was executed at a manifestly incorrect or off-market price;
- b) A pricing error, system error, or price feed failure occurred;
- c) The trade resulted from a technical anomaly or platform malfunction;
- d) The trade was inconsistent with prevailing market conditions at the time of execution.

16.2. The Company is not obligated to honor trades executed at prices that do not reflect actual market conditions, regardless of whether the error originated from the Company, its liquidity providers, or external data sources.

16.3. The Client acknowledges that the Company's prices are proprietary and the Company is not obligated to match, reflect, or track interbank pricing, exchange pricing, or any external price source.

17. Spreads, Commissions, and Costs

15.1. Before you begin trading, you should obtain details of all commissions, spreads, financing charges, and other costs for which you will be liable. These costs will reduce your profits or increase your losses.

15.2. The Company may change spreads, commissions, and other costs at any time without prior notice. Spreads may widen during periods of low liquidity, high volatility, news events, or at the Company's discretion.

15.3. Financing costs (swaps) are applied to positions held overnight and may significantly impact the profitability of longer-term positions.

18. Insolvency and Counterparty Default Risk

16.1. The insolvency or default of the Company, or any broker, custodian, or financial institution involved with your transactions, may result in the liquidation of your positions without your consent or the loss of some or all of your funds.

16.2. Client funds held by the Company may be held in accounts with third-party financial institutions. The Company's insolvency or the insolvency of the third-party institution may affect the security of your funds.

19. Regulatory and Legal Risk

17.1. Changes in laws, regulations, or government policies may materially impact the value of your investments, the cost of trading, or the Company's ability to provide services.

17.2. The regulatory environment in different jurisdictions may change, which could affect the legality of trading or the Company's ability to offer services in certain countries.

20. Offshore Jurisdiction Risk

18.1. The Company is incorporated and licensed in the Union of Comoros, an offshore jurisdiction. The regulatory framework applicable to the Company may differ from, and may provide a lower level of investor protection than, the regulatory frameworks of major financial centers.

18.2. The Client acknowledges that:

- a) There is no investor compensation scheme or deposit protection fund available to the Client;
- b) The regulatory protections available in the Client's home jurisdiction may not apply to the Company's services;
- c) The enforcement of legal rights against the Company may be more difficult and costly than in the Client's home jurisdiction;
- d) The Client has made an independent decision to use the Company's services with full knowledge of the regulatory environment.

20.4. Exclusive Jurisdiction. Any dispute arising out of or in connection with the Company's services shall be governed exclusively by the laws of the Union of Comoros. The Client irrevocably submits to the exclusive jurisdiction of the courts of the Union of Comoros and waives any objection to such jurisdiction.

20.5. Arbitration. Disputes which cannot be resolved through the Company's internal complaints procedure shall be referred to binding arbitration in accordance with the arbitration rules applicable in the Union of Comoros. The Client agrees that arbitration shall be conducted on an individual basis and not as a class or collective arbitration.

20.6. The Client is strongly advised to seek independent legal and financial advice regarding the implications of trading with an offshore-regulated broker.

21. Tax Risk

19.1. Your trades and any related profits may be or become subject to tax. The Company does not represent or warrant that no tax will be payable. You are responsible for all taxes in respect of your trades. The Company does not provide tax advice.

22. Client Money Risk

20.1. Client funds may be held in accounts with third-party financial institutions. The level of client fund protection may differ from that provided by regulators in major financial centers such as the European Union, United Kingdom, United States, or Australia.

20.2. Client funds may not benefit from the same segregation requirements or investor compensation schemes available under the regulatory frameworks of the Client's home jurisdiction.

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20.3. In the event of the insolvency of a financial institution holding client funds, you may not recover the full amount of your funds.

23. Contingent Liability Transactions

21.1. CFD transactions are contingent liability transactions. You may be required to make additional payments beyond your initial margin deposit. Even if a trade is not margined, it may carry an obligation to make further payments in certain circumstances.

21.2. Contingent liability transactions that are not traded on or under the rules of a recognized exchange may expose you to substantially greater risks.

24. Cryptocurrency-Specific Risks

22.1. CFDs on cryptocurrencies are highly volatile and speculative. Cryptocurrency markets operate 24/7 and are subject to rapid and unpredictable price movements.

22.2. Cryptocurrency markets are largely unregulated and may be subject to market manipulation, fraud, and other risks not typically present in traditional financial markets.

22.3. The regulatory status of cryptocurrencies varies by jurisdiction and may change at any time, which could affect the legality or availability of cryptocurrency CFDs.

25. Force Majeure Risk

23.1. The Company may be unable to perform its obligations under the Client Agreement due to force majeure events, including but not limited to: natural disasters, wars, terrorism, civil unrest, strikes, government actions, market disruptions, liquidity provider failures, price feed interruptions, cyber attacks, server failures, and pandemics.

23.2. In such circumstances, the Company may take actions including increasing margin requirements, widening spreads, closing positions, suspending trading, or modifying the terms of the Client Agreement.

26. Platform Monitoring and Surveillance

26.1. The Company reserves the right to monitor, record, and analyze all Client trading activity, including but not limited to:

- a) Trading patterns and behavior;
- b) Execution timing and frequency;
- c) Order flow and position management;
- d) IP addresses, device information, and geographic location;
- e) Connections to external systems, APIs, or automated trading tools.

26.2. The Company may use automated systems, algorithms, and manual review to identify suspicious, abusive, or irregular trading activity. The Company may take action based on such monitoring without prior notice.

26.3. The Client consents to such monitoring as a condition of using the Company's services.

27. Acknowledgment and Acceptance

BY OPENING A TRADING ACCOUNT WITH THE COMPANY, YOU ACKNOWLEDGE AND CONFIRM THAT:

27.1. You have read, understood, and accept this Risk Disclosure Statement in its entirety;

27.2. You understand that trading in OTC derivative financial instruments involves a high level of risk and may result in the loss of all of your invested capital;

27.3. You are willing to assume such risk;

27.4. You have sufficient financial resources to bear the risk of trading and to sustain potential losses;

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27.5. You will not trade with funds you cannot afford to lose;

27.6. You have made an independent decision to trade with the Company, with full knowledge that the Company is regulated by an offshore regulatory authority;

27.7. You understand that the Company acts as counterparty to your transactions and that the Company's financial outcome may be inversely correlated with yours;

27.8. You understand that past performance is not indicative of future results;

27.9. You understand that the Company does not provide investment advice and that all trading decisions are your own;

27.10. You understand that this Risk Disclosure Statement does not disclose all risks and that you are responsible for identifying and understanding all risks applicable to your trading activity.

This Risk Disclosure Statement should be read in conjunction with the Client Agreement, Terms & Conditions, Order Execution Policy, and all other documents published on the Company's website.

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International Business Company No. 15968

International Brokerage License Number L15968/N

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Acknowledgement

By using the Company's services, the Client acknowledges having read, understood and accepted the Risk Disclosure Statement.

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