MILLIVA LTD

FOREX RISK DISCLOSURE

Forex margin trading involves substantial risks. Forex margin trading exposes participants to risks including, but not limited to, changes in political conditions, economic factors, acts of nature and other factors, all of which may substantially affect the price or availability of one or more foreign currencies.

Speculative trading is a challenging prospect, even to those with market experience and an understanding of the risks involved. Only funds that a person would allocate to high-risk investments (i.e., funds that if lost would not affect the person's standard of living or financial well-being) should be used in trading.

In cases where a Client has used only conservative forms of investment in the past, forex trading might not be appropriate for the Client. A Client must understand that a total loss of all funds deposited can occur, should the market go against the Client's position(s).

Milliva Ltd does not and cannot guarantee the initial capital of the Clients' portfolio or its value at any time or any money invested in any financial instrument.

The Client should unreservedly acknowledge and accept that the client runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts and declares that they are willing to undertake this risk.

Clients should not engage in any investment directly or indirectly in Financial Instruments unless they know and understand the risks involved for each one of the Financial Instruments. What is Forex? Completer Free Education

There are certain risks due to the nature of internet-based trading. These may include but not be limited to, the failure of hardware, software, and Internet connection. Since Milliva Ltd does not control internet providers, their equipment and technology, internet connection speed or reliability, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading via the Internet.

Metatrader 5 trading software uses a sophisticated order entry mechanism and order tracking system. Milliva Ltd does its best to fill your trade at the price requested. Internet trading, regardless of how convenient or efficient, does not necessarily reduce risks associated with currency trading. All quotes and trades are subject to the terms and conditions of the Client Agreement.

PRIVACY POLICY

Milliva Ltd collects some Personal Data from its Users. With that information we do have certain policies that are mentioned below:

Types of data collected / Data Privacy

Among the types of Personal Data that we collect, by itself or through third parties, there are: Cookies; Usage Data; email address; first name; last name; phone number; address; gender; date of birth; country; ZIP/Postal code.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using our portal.

Unless specified otherwise, all Data requested by Milliva Ltd is mandatory and failure to provide this Data may make it impossible for Milliva Ltd to provide its services. In cases where Milliva Ltd specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies – or of other tracking tools – by Milliva Ltd or by the owners of third-party services used by Milliva Ltd serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available.

Users are responsible for any third-party Personal Data obtained, published or shared through Milliva Ltd and confirm that they have the third party's consent to provide the Data to the Owner.

MILLIVA LTD

AML POLICY

This policy applies to all Milliva ltd officers, employees, appointed producers and products and services offered by Milliva ltd. All business units and locations within Milliva ltd will cooperate to create a cohesive effort in the fight against money laundering. Each business unit and location has implemented risk-based procedures reasonably expected to prevent, detect and cause the reporting of transactions. All efforts exerted will be documented and retained. The AML Compliance Committee is responsible for initiating Suspicious Activity Reports ("SARs") or other required reporting to the appropriate law enforcement or regulatory agencies. Any contacts by law enforcement or regulatory agencies related to the Policy shall be directed to the AML Compliance Committee.

It is the policy of Milliva ltd to actively pursue the prevention of money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. Milliva Ltd is committed to AML compliance in accordance with applicable law and requires its officers, employees and appointed producers to adhere to these standards in preventing the use of its products and services for money laundering purposes.

For the purposes of the Policy, money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the unlawful proceeds appear to have been derived from legitimate origins or constitute legitimate assets.

MONEY LAUNDERING

Money laundering is the process by which criminally obtained money or other assets (criminal property) are exchanged for "clean" money or other assets with no obvious link to their criminal origins.

Criminal property may take any form, including money or money's worth, securities, tangible property and intangible property. It also covers money, however come by, which is used to fund terrorism.

Money laundering activity includes:

- Acquiring, using or possessing criminal property
- Handling the proceeds of crimes such as theft, fraud and tax evasion
- Being knowingly involved in any way with criminal or terrorist property
- Entering into arrangements to facilitate laundering criminal or terrorist property
- Investing the proceeds of crimes in other financial products

- Investing the proceeds of crimes through the acquisition of property/assets
- Transferring criminal property.

There is no single stage of money laundering; methods can range from the purchase and resale of luxury items such as a car or jewellery to passing money through a complex web of legitimate operations. Usually the starting point will be cash but it is important to appreciate that money laundering is defined in terms of criminal property. This can be property in any conceivable legal form, whether money, rights, real estate or any other benefit, if you know or suspect that it was obtained, either directly or indirectly, as a result of criminal activity and you do not speak up then you too are taking a part in the process.

The money laundering process follows three stages:

1. **Placement**
   Disposal of the initial proceeds derived from illegal activity e.g. into a bank account.
2. **Layering**
   The money is moved through the system in a series of financial transactions in order to disguise the origin of the cash with the purpose of giving it the appearance of legitimacy.
3. **Integration**
   Criminals are free to use the money as they choose once it has been removed from the system as apparently "clean" funds.

No financial sector business is immune from the activities of criminals and Firms should consider the money laundering risks posed by the products and services they offer.

COUNTER TERRORIST FINANCING (CTF)

Terrorist financing is the process of legitimate businesses and individuals that may choose to provide funding to resource terrorist activities or organizations for ideological, political or other reasons. Firms must therefore ensure that: (i) customers are not terrorist organizations themselves; and (ii) they are not providing the means through which terrorist organizations are being funded. Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will later be used for criminal purposes.

RISK BASED APPROACH

The level of due diligence required when considering anti-money laundering procedures within the firm, it should take a risk-based approach. This means the amount of resources spent in conducting due diligence in any one relationship that is subject risk should be in proportion to the magnitude of the risk that is posed by that relationship.

These can be broken down into the following areas:

Customer Risk

Different customer profiles have different levels of risks attached to them. A basic Know your Customer (KYC) check can establish the risk posed by a customer. For example, near-retired individuals making small, regular contributions to a savings account in line with their financial details poses less of a risk than middle-aged individuals making ad-hoc payments of ever-changing sizes into a savings account that does not fit into the profile of the customers' standing financial data. The intensity of the due diligence conducted on the latter would be higher than that carried out on the former as the potential threat of money laundering in the second case would be perceived as being greater. Corporate structures can be used as examples of customers that could carry a higher risk profile than the one just seen, as these can be used by criminals to introduce layers within transactions to hide the source of the funds, and like that, clients can be categorized into different risk bands.

Product Risk

This is the risk posed by the product or service itself. The product risk is driven by its functionality as a money laundering tool.

The Joint Money Laundering Steering Group has categorized the products with which Firms typically deal into three risk bands – reduced, intermediate and increased. Typically, pure protection contracts are categorized as reduced risk and investments in unit trusts as increased risk. Additionally, a factor that will contribute to the classification of the risk category is the sales process associated with the product. If the transaction in the product takes place on an advisory basis as a result of a KYC, this will carry less risk than an execution only transaction, whereby you know significantly less about the customer.

Country Risk

The geographic location of the client or origin of the business activity has a risk associated with it, this stems from the fact that countries around the globe have different levels of risk attached to them.

A firm would determine the extent of their due diligence measure required initially and on an ongoing basis using the above four risk areas.

TRADING POLICY

Agreement Terms

- This Client Agreement is entered into by Milliva ltd Incorporated (hereinafter referred to as "Company") and the Client who submitted a registration form at www.milliva ltd.com (hereinafter referred to as "Client").
- The Agreement sets forth the relationship between the Client and the Company including but not limited to: orders' execution, Client policies, payments and/or payouts, claims resolution, fraud prevention, communication and other aspects.
- Any possible arguments between the Client and the Company will be settled in compliance with the Agreement unless stated otherwise.
- By entering into the Agreement the Client guarantees that he/she is a person of a legal age. In case the Client is a legal entity, it guarantees the entity is capable and no other parties are eligible to perform any actions, claims, demands, requests, etc in respect to the Client's trading account.
- All the operations on and with the Client's trading account are performed in full compliance with this Agreement unless stated otherwise
- The Client has no right to bypass fully or partially his/her obligations by the Agreement on the basis that it is a distance contract.

Terms definition

- "Access Data" denotes all the access logins and passwords related to Client's trading account(s), Personal Area, or any other data providing access to any other Company's services.
- "Ask" denotes the higher price in the Quote at which the Client may open a "Buy" order.

- "Auto trading Software" - denotes an Expert Advisor, that is, a piece of software which performs trading operations automatically or semi-automatically without interference (or with a partial or occasional interference) of a human.
- "Balance" denotes the total of all the closed orders (including deposits and withdrawals) in the Client's trading account at a given time.
- "Base Currency" denotes the first currency in the Currency Pair.
- "Bid" denotes the lower price in the Quote at which the Client may open a "Sell" order.
- "Business Day" denotes any day between Monday and Friday, inclusive, except any official or non-official holidays announced by the Company
- "Client Terminal" denotes Meta trader 5 5, or any other software in all its versions, which is used by the Client to obtain information of financial markets in real-time, perform different kinds of market analysis and research, perform/open/close/ modify/delete orders, and receive notifications from the Company.
- "Currency of the Trading Account" denotes the currency that the Trading Account is denominated in; all the account's calculations and operations are performed in this currency.
- "Currency Pair" denotes the object of a transaction based on the change in the value of one currency against the other.
- "Client Information" denotes any information that the Company receives from the Client (or in other ways) related to him/her, his /her trading account, etc.
- "Floating Profit/Loss" denotes current profit/loss on Open Positions calculated at the current price.
- "Free Margin" denotes funds in the Client's account, which may be used to open a position. Free Margin is calculated in the following way: Free Margin = Equity - Required Margin.
- "Index CFD" denotes a contract for difference by reference to the fluctuations in the price of the underlying stock index.
- "Indicative Quote" denotes a price or a quote at which the Company has the right not to accept or execute any Orders or perform any modifications to the orders.
- "Initial Margin" denotes the required margin to open a position. It can be viewed in the Trader's Calculator.
- "Instruction" denotes an instruction from the Client to open/ close a position or to place/modify/delete an Order.
- "Instrument" denotes any Currency Pair, Metal, Energy or Index CFD. It can be also referred to as "Trading Instrument" or "Trading Tool"
- "Leverage" denotes the virtual credit given to the Client by the Company. E.g., 1:100 leverage means that Initial Margin for the Client will be 100 times less than the Transaction Size.
- "Long Position" denotes a buy order, that is, buying the Base Currency against the Quote Currency.

- "Lot" denotes 100000 units of the Base Currency, 1000 Barrels of Crude oil or any other number of contracts or troy oz. described in the Contract Specifications.
- "Lot Size" denotes the number of units of Base Currency or troy oz. of Metal defined in the Contract Specifications.
- "Margin" denotes the amount of funds required to maintain Open Positions, as determined in the Contract Specifications for each Instrument.
- "Margin Level" denotes the percentage Equity to Required Margin ratio. It is calculated in the following way:
  Margin Level = (Equity /Required Margin) * 100%.
- "Margin Trading" denotes Leverage trading when the Client may make Transactions having far less funds on the Trading Account compared to the Transaction Size.
- "Open Position" denotes a Long Position or a Short Position which is not yet closed.
- "Order" denotes an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.
- "Order Level" denotes the price indicated in the Order.
- "Precious Metal" denotes spot gold or spot silver.
- "Price Gap" denotes the following:
  - Current Bid price is higher than Ask of the previous Quote; or
  - Current Ask price is lower than Bid of the previous Quote.
- "Quote" denotes the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.
- "Quote Currency" denotes the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.
- "Required Margin" denotes the margin required by the Company to maintain Open Positions.
- "Risk Disclosure" denotes the Risk Disclosure document.
- "Segregated Account" denotes a bank account where the Clients' funds are kept separately from the Company's funds, as the regulations demand.
- "Short Position" denotes a sell position, that is, selling the Base Currency against the Quote Currency.
- "Spread" denotes the difference between Ask and Bid prices.
- "Trading Account" denotes the Client's personal account in the Company at which the Client can perform orders, transactions, deposits, withdrawals, etc
- "Trading Platform" denotes all the Company's software and hardware environment which provides real-time Quotes, allowing Orders placing/modification/deletion/execution. The Trading platform also calculates all the mutual obligations between the Client and the Company.
- "Transaction Size" denotes Lot Size multiplied by the number of Lots.
- "Website" denotes the Company's website at www.milliva ltd.com.

MISCELLANEOUS

- The Company has the right to suspend the Client's Trading Account at any time for any good reason with or without Written Notice to the Client.
- If the Balance of the Client's Trading Account equals zero, the Company has the right to delete such Trading Account in a few months after the last trading or monetary operation was performed in this account with or without Written Notice to the Client.
- In case any term of the Agreement (or any part of it) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, However, the enforceability of the remainder of the Agreement shall not be affected.
- The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be voided.
- The Client is entitled to make a request for changing the IB he or she assigned to, subscribing to the IB, and unsubscribing from the IB via the Company's Customer Support or by sending the corresponding written request at support@milliva ltd.com. However, the decision on approving this request is subject to the Company's sole decision.
- The Company is entitled to unsubscribe the Client from the IB at its sole decision at any moment without any notice.
- Where the Client comprises two or more persons, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- The Client accepts and understands that the Company's official language is English and the Client should always read and refer to the English Version of the Company's Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for informational purposes only and does not bind the Company or has any legal effect whatsoever. The Company shall not bear any responsibility or liability regarding the correctness of the information therein.