

Risk Disclosure and User Agreement

Effective Date: September 2, 2026

TRADING FUTURES, OPTIONS, SECURITIES, FOREIGN CURRENCY, CRYPTOASSETS, AND OTHER LEVERAGED OR VOLATILE PRODUCTS INVOLVES SUBSTANTIAL RISK. YOU MAY LOSE SOME OR ALL OF YOUR CAPITAL AND, FOR SOME PRODUCTS, MORE THAN YOUR INITIAL DEPOSIT. USE ONLY RISK CAPITAL.

CFTC RULE 4.41 - HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFIT OR LOSSES SIMILAR TO THOSE SHOWN.

THESE RESULTS ARE BASED ON SIMULATED OR HYPOTHETICAL PERFORMANCE RESULTS THAT HAVE CERTAIN INHERENT LIMITATIONS. UNLIKE THE RESULTS SHOWN IN AN ACTUAL PERFORMANCE RECORD, THESE RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, BECAUSE THESE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THESE RESULTS MAY HAVE UNDER- OR OVER-COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED OR HYPOTHETICAL TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THESE BEING SHOWN.

Futures and Options trading has large potential rewards, but also large potential risk. You must be aware of the risks and be willing to accept them in order to invest in the futures and options markets. Don't trade with money you can't afford to lose. This is neither a solicitation nor an offer to Buy/Sell futures or options. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed. The past performance of any trading system or methodology is not necessarily indicative of future results.

This Risk Disclosure and User Agreement ("Risk Agreement") is a binding agreement between CipherTrades L.L.C. d/b/a MtnSkyAlgo ("MtnSkyAlgo," "Company," "we," "us," or "our") and every User. It supplements and is incorporated into the Terms of Service. It also serves as a public risk notice to every Viewer of free or publicly accessible Content. A passive Viewer is not deemed to accept contractual provisions solely by viewing Content where applicable law requires additional notice or assent.

1. Acceptance and Scope

This Risk Agreement is incorporated into the Terms of Service and is accepted whenever the Terms are accepted. It also applies whenever you purchase, renew, access, or use a Service with actual or legally sufficient notice that the Company's governing terms apply. It covers Services and Public Content obtained or encountered through either Website, Whop, another Sales Channel, Discord, TradingView, email, downloads, livestreams, recordings, broadcasts, clips, posts, bots, support, TikTok, YouTube, Instagram, Facebook, X, Twitch, Linktree, and every current or future delivery, media, or social platform. Its application does not depend on a Sales Channel displaying this Risk Agreement as a separate checkout link.

This Risk Agreement covers every current and future indicator, script, alert, calculation, chart, example, educational item, livestream, broadcast, recording, clip, video, post, caption, comment, community statement, configuration, update, version, replacement, and related tool, whether public or private, live or recorded, free or

paid. Risk warnings apply to Viewers regardless of whether they purchase, register, follow, subscribe, join a community, or become a customer.

2. General Education Only; No Individualized Advice

All Services and Public Content are general educational and informational resources. They do not consider any User's or Viewer's objectives, finances, holdings, experience, tax status, risk tolerance, liquidity needs, or circumstances. Nothing is individualized investment, financial, legal, tax, accounting, brokerage, commodity-trading, or fiduciary advice, or an offer, solicitation, recommendation, instruction, or invitation to buy, sell, hold, or enter any instrument or transaction.

The Company does not accept custody of trading funds, open or manage brokerage accounts, execute or route trades for Users, control positions, guarantee fills, or promise results. Unless separately and expressly disclosed, the Company is not acting as your broker-dealer, investment adviser, commodity trading advisor, commodity pool operator, futures commission merchant, introducing broker, fiduciary, tax adviser, or account manager.

3. Sole Responsibility and Independent Judgment

- You alone decide whether, when, where, how, and in what size to trade. No Company Party has a duty to direct, monitor, supervise, warn, update, repeat, enter, modify, hedge, or exit any trade or position.
- Independently verify every fact, price, signal, chart, instrument specification, trading hour, margin requirement, order, fill, position, and account balance before acting.
- Use only money you can afford to lose without impairing housing, food, healthcare, debt obligations, taxes, emergency savings, retirement needs, or financial security.
- You are responsible for broker and exchange selection, account permissions, product eligibility, platform settings, market-data subscriptions, leverage, position size, stops, execution, monitoring, taxes, records, and legal compliance.
- Consult appropriately licensed financial, brokerage, legal, tax, and accounting professionals when needed. Community members, moderators, presenters, and support personnel are not substitutes for those professionals.

4. Hypothetical, Simulated, Backtested, and Historical Results

Hypothetical, simulated, backtested, paper-traded, optimized, reconstructed, or model results do not represent actual trading. They may rely on hindsight, selected dates, favorable parameters, assumed fills, continuous liquidity, survivorship, reinvestment, omitted costs, ideal execution, or data unavailable in real time. They do not account fully for financial pressure, missed trades, behavioral decisions, system failures, or the ability to tolerate loss.

Actual results may differ materially because of fees, commissions, spread, slippage, latency, financing, borrow cost, taxes, liquidity, market impact, position size, account restrictions, order rejection, data differences, and changing market conditions. Past performance is not necessarily indicative of future results. No representation is made that any account will achieve profits, avoid losses, or match an example.

Whenever applicable law requires a prescribed disclosure to accompany a performance presentation, that disclosure must appear prominently and in immediate proximity to the presentation. Placement in this Risk Agreement alone does not replace claim-specific disclosure.

5. Futures and Options Risk

Futures and options are highly speculative and may use substantial leverage. A small market move can cause a large gain or loss. Margin calls, forced liquidation, assignment, exercise, expiration, settlement, price limits, gaps, volatility, and liquidity loss can produce rapid losses and, for some products or account structures, losses exceeding deposited funds.

Options may expire worthless; lose value from time, volatility, rate, or model changes; be assigned before expiration; or be difficult to close. Complex and multi-leg positions may behave differently from simplified

examples. Futures may settle physically or financially and may be subject to exchange, delivery, rollover, and limit-move risks.

6. Securities, Equities, and Short-Selling Risk

Securities may lose some or all value, become illiquid, gap, halt, delist, or be affected by issuer events, corporate actions, regulation, news, or market disruption. Short-sale losses can be unlimited. Borrow may be unavailable, recalled, restricted, or expensive, and a broker may close a position without your preferred timing.

7. Foreign-Currency Risk

Foreign-currency and off-exchange products may involve high leverage, dealer and counterparty exposure, rollover charges, pricing differences, liquidity limitations, jurisdictional risk, settlement risk, intervention, and limited regulatory protection. Quoted prices and execution may differ between dealers and platforms.

8. Cryptoasset and Digital-Asset Risk

Cryptoassets can be extremely volatile and may involve exchange failure, hacking, fraud, custody loss, private-key loss, smart-contract defects, bridge failure, stablecoin depegging, forks, network congestion, governance changes, manipulation, limited recourse, regulatory action, tax uncertainty, and permanent loss. Access or transfer may be irreversible.

9. Indicators, Scripts, Signals, and Model Risk

MtnSkyAlgo indicators and scripts, including Trend Blast Monster 2.0, MSA Post-Alpha Hero, MSA Pre-Alpha Boss, Chop Detector Zones V.2.0, Void Protocol Bands V.3.0, and Quantum Flow Scanner, are analytical aids only. They are not order instructions, guarantees, autonomous account management, or promises of accuracy or profitability.

- Signals may be early, late, false, duplicated, omitted, revised, repainted, recalculated, or unsuitable for a symbol, timeframe, session, data feed, market regime, account, or trading style.
- Open bars and higher-timeframe inputs may change before close. Data corrections, symbol mapping, session settings, corporate actions, vendor differences, code changes, and platform behavior may alter displayed results.
- Models may be overfit, underfit, biased, unstable, misconfigured, based on incomplete assumptions, or unable to adapt to an unprecedented market.
- No indicator detects every trend, reversal, chop condition, news event, gap, volatility change, or liquidity failure. Combining tools does not eliminate risk.

Unless a product description expressly states otherwise, use of 'AI,' 'algorithmic intelligence,' or similar branding is a product name or description of automated calculations and technical-analysis logic. It is not a representation that a product uses neural networks, machine learning, autonomous account management, predictive certainty, or human-like intelligence.

Any output-detection, performance, or statistics table generated by a Service is approximate and may use simplified tracking. Unless expressly stated for the specific display, it may not account for overlapping positions, realistic order sequencing, intrabar price movement, slippage, commissions, spread, market impact, rejected orders, or the case in which a target and stop are both reached within the same bar. Such statistics are not an actual trading record or a representation of achievable results.

Bull, bear, strength, confidence, score, rating, or percentage labels are proprietary analytical measurements only. They are not probabilities of success, win rates, profit forecasts, expected returns, risk-reward estimates, or recommendations to enter, hold, or exit a trade, regardless of the number displayed.

10. Alerts, Automation, and Execution Risk

Alerts depend on User settings and on TradingView, exchanges, data vendors, devices, networks, email, mobile systems, and other providers. Alerts may be delayed, throttled, duplicated, misrouted, or never delivered. A displayed condition may change before an alert arrives. You must monitor positions and orders directly with your broker.

Stop, stop-limit, bracket, trailing, automated, and conditional orders may execute at an unexpected price or not at all. Gaps, halts, price limits, thin liquidity, fast markets, broker liquidation, API errors, disconnections, and User error can defeat a planned loss limit. Automation can repeat or magnify an error faster than manual intervention.

11. Technology, Data, Platform, and Cybersecurity Risk

Hardware, software, code, Websites, data feeds, APIs, brokers, exchanges, TradingView, Discord, Whop, hosting, power, networks, storage, and security controls can fail, contain defects, become incompatible, be delayed, lose data, or be compromised. Testing cannot eliminate every defect. Third parties may change prices, permissions, policies, features, data, or access without notice.

Scammers may impersonate MtnSkyAlgo, its owner, personnel, or members. No direct message, friend request, profile, or display name is proof of Company authorization. Do not provide money, passwords, authentication codes, brokerage credentials, seed phrases, private keys, remote access, or control of an account based on a message. You bear responsibility for verification, account security, and independent contingency plans.

12. Livestream, Social Media, Community, and Third-Party Content Risk

Livestreams, broadcasts, recordings, clips, posts, captions, comments, chats, Discord messages, support responses, and community discussion on TikTok, YouTube, Instagram, Facebook, X, Twitch, Discord, TradingView, either Website, or another current or future platform are time-sensitive general education and may be incomplete, delayed, mistaken, outdated, or taken out of context. A speaker may hold, later trade, or change a view about an instrument without notice. Silence is not advice. No Company Party has a duty to update or correct every prior statement.

Member content is not verified, adopted, or endorsed merely because it appears in an MtnSkyAlgo space. Members may have undisclosed positions, conflicts, incentives, limited experience, or false identities. Do not copy, mirror, or rely on another person's trade or claim without independent verification.

13. Testimonials, Screenshots, and Performance Claims

Testimonials and member posts reflect individual experiences and may be atypical. They are not guarantees of performance or success. Screenshots, winning trades, account values, earnings statements, and success stories may omit losses, fees, deposits, withdrawals, risk, leverage, and the relevant period, and may be incomplete or unverifiable.

A compensated, rewarded, affiliated, or otherwise connected endorser must disclose the material connection clearly. A general disclaimer does not make a false, misleading, or unsubstantiated claim lawful. Actual and hypothetical results must be identified accurately and accompanied by disclosures required for that presentation.

14. Conflicts of Interest

The Company earns revenue from memberships, tools, courses, and related products. The Company, presenters, moderators, contractors, or members may hold positions in instruments discussed; may enter or exit before or after a discussion; and may have affiliations, referral arrangements, compensation, or other interests. Required material connections will be disclosed where applicable. A disclosure does not eliminate the conflict.

14A. Prop-Firm Deals, Evaluation Programs, and MSA PropBot

Proprietary-trading-firm evaluations, simulated or funded-account programs, and related offers involve substantial financial, operational, contractual, counterparty, and regulatory risk. A User may lose evaluation, activation, reset, data, platform, subscription, or other fees; fail an evaluation; breach a consistency, drawdown, news, position, scaling, or prohibited-strategy rule; be denied or delayed a payout; lose access; or be affected by a firm's insolvency, shutdown, ownership change, platform failure, rule change, enforcement action, or refusal to perform.

A prop firm's use of terms such as funded, proprietary, live, simulated, evaluation, payout, profit split, or account does not establish the legal, regulatory, custody, or execution structure a User may assume. Programs may use simulated environments or discretionary reward arrangements rather than a brokerage account owned by the User. Users must read the firm's complete current terms and independently determine registration, legality, tax treatment, and suitability before paying or participating.

PropBot and the prop-firm-deals channel provide time-sensitive promotional information for convenience only. APIs, curated records, databases, bots, administrators, and third parties can produce stale, incomplete, incorrectly scoped, conflicting, or erroneous information. A last-checked or verified date does not guarantee current availability, checkout acceptance, product coverage, account-size eligibility, stacking, renewal treatment, payout eligibility, or firm reliability.

A displayed firm, promotion, code, discount, link, or ordering is not trading advice, financial advice, a recommendation, endorsement, due diligence, warranty, or guarantee. MtnSkyAlgo currently receives no compensation from PropBot codes or links, although an independent code owner may receive compensation. Every User must verify the final price, terms, restrictions, and firm identity at checkout and bears all risk of the third-party relationship.

14B. Economic News, Calendar Data, and Futures Planning Utilities

NewsBot, economic calendars, government-release feeds, event alerts, reported values, source links, and similar information are general informational conveniences only. Government agencies may change release schedules, postpone or cancel publication, correct source material, or publish information at a different time or location. Official statistics can be preliminary and may later be revised, benchmarked, replaced, or interpreted differently. Third-party APIs, public feeds, reviewed schedules, databases, networks, software, Discord, hosting systems, administrators, and time-zone conversions may introduce delay, omission, duplication, mismatch, or error.

A High, Medium, or another impact label reflects a Company-developed classification rather than an official agency rating. It is not a prediction or guarantee of market direction, price movement, volatility, liquidity, execution quality, timing, importance to a particular contract, or trading opportunity. An event that is omitted, delayed, or labeled less important can still cause substantial and sudden market movement, while an event labeled important may produce little or no movement.

The Futures Planning Utility performs arithmetic only. It does not receive a live market-data feed, inspect an account, monitor open positions, calculate every broker or exchange requirement, transmit an order, or control execution. Built-in and custom contract specifications, User inputs, formulas, rounding, and outputs can be outdated, incomplete, incorrectly entered, incorrectly interpreted, unavailable, or wrong. Estimated stop-loss exposure and take-profit values are not maximum-loss or expected-profit guarantees.

Calculator outputs may omit or inaccurately estimate liquidity, volatility, gaps, partial fills, rejected orders, slippage, spreads, commissions, exchange and regulatory fees, market-data fees, margin changes, liquidation rules, price limits, taxes, currency effects, platform outages, position limits, account restrictions, and losses beyond the planned stop or funds deposited. A stop order can fill at a materially different price or fail to execute as anticipated.

Do not rely on NewsBot or the Futures Planning Utility as financial, investment, commodity-trading, brokerage, legal, accounting, or tax advice or as the sole or primary basis for any transaction. Each User must independently verify every input, output, contract specification, release time, reported value, classification, fee, rule, and risk with the applicable official source, exchange, and broker before acting and remains solely responsible for all trading decisions and results.

15. Market, Liquidity, Counterparty, and Extraordinary-Event Risk

In every market, liquidity can disappear, spreads can widen, volatility and correlation can change, prices can gap, and orders can reject or fill differently. Brokers, dealers, clearing firms, exchanges, banks, custodians, stablecoin issuers, and other counterparties may fail, restrict activity, freeze assets, change margin, or become insolvent.

War, terrorism, civil unrest, pandemic, natural disaster, cyberattack, exchange action, government intervention, emergency rule, trading halt, communications failure, or other extraordinary event can prevent access, pricing, execution, settlement, or withdrawal. Diversification, hedging, stops, and position limits may reduce but cannot eliminate risk.

16. Tax, Legal, Regulatory, and Jurisdictional Risk

Trading, digital products, subscriptions, rewards, and transfers may have tax, reporting, licensing, eligibility, or legal consequences. Rules vary by product and location and can change. You are solely responsible for determining whether the Services and any trading activity are lawful, permitted, reportable, and suitable where you reside or act.

17. No Guarantee; Assumption of Risk

No representation or warranty is made that any account will make a profit, avoid a loss, match an example, receive an alert, replicate a methodology, achieve a stated win rate or drawdown, or experience uninterrupted availability, accuracy, compatibility, or security. No performance target, probability, projection, opinion, or example is promised.

To the maximum extent permitted by law, you knowingly and voluntarily assume every trading, leverage, execution, model, signal, data, technology, platform, counterparty, market, cybersecurity, legal, tax, and decision-making risk arising from or relating to the Services.

18. Release and Allocation of Trading Losses

To the maximum extent permitted by law, you release and covenant not to assert claims against the Company Parties for trading losses, missed profits, opportunity costs, margin calls, liquidation, broker action, order or alert failure, market movement, data differences, or decisions made or not made in reliance on any Service or Content. You agree that all trading decisions, positions, orders, consequences, and losses remain solely yours.

The warranty disclaimers, liability limitations, indemnification obligations, dispute-resolution terms, and claim limitation period in the Terms of Service apply in full to this Risk Agreement.

19. User Certifications and Acknowledgment

Each time you use a Service in connection with trading, you certify that you are at least 18 and legally eligible; understand that substantial or greater-than-deposit loss is possible; understand leverage, margin, liquidity, and order mechanics for the relevant product; will verify information and orders independently; will use only risk capital; will not treat Content as personalized advice; and will not represent the Services as guaranteed, professionally managed, or approved for another person.

By accepting or using a Service, you confirm that you have read and understand this entire Risk Agreement and the risk statements displayed at its beginning, accept all disclosed and undisclosed risks inherent in trading and technology, and remain solely responsible for every decision.

A passive Viewer who has not accepted the Terms is not deemed to make a contractual certification merely by encountering Public Content. That Viewer is nevertheless expressly warned that the Content is general education, trading can cause substantial or total loss, hypothetical and simulated results have material limitations, no result is promised, and independent judgment is required before any trading decision.

20. Changes

The Company may update this Risk Agreement prospectively by posting or otherwise making an updated version available. The update is effective on the date stated in it, subject to any additional notice or consent that nonwaivable law requires. A change does not replace a disclosure that law requires to appear with a specific advertisement, testimonial, or performance presentation.

Contact

Email: ciphertrades1@gmail.com

Mail: CipherTrades L.L.C. d/b/a MtnSkyAlgo, 5900 Balcones Drive, Ste 100, Austin, Texas 78731

Websites: <https://mtnskyalgo.com> and <https://ciphertrades.com>