



# **Risk Disclosures and Acknowledgements**

## **1. GENERAL RISK WARNING**

**1.1.** All prospective Clients should read carefully the following risk warnings contained in this document before deciding to apply for a Trading Account with AXFXPV Ltd (“the Company”). Clients should carefully consider their investment objectives, financial status, level of experience and risk tolerance.

**1.2.** However, it is noted that this document cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in Financial Instruments (including derivative financial instruments such as CFDs). The notice was designed to explain in general terms the nature of the risks involved when dealing in Financial Instruments on a fair and non-misleading basis.

**1.3.** CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. The Client should consider whether he understands how CFDs work and whether he can afford to take the high risk of losing his money. The Client should not engage in any investment directly or indirectly in Financial Instruments unless he knows and understands the risks involved for each one of the Financial Instruments.

**1.4.** The Company will not provide the Client with any investment advice relating to investments or possible transactions in investments or in Financial Instruments or make investment recommendations of any kind. So, prior to applying for a Trading Account with the Company, or placing an Order the Client should consider carefully whether investing in a specific Financial Instrument is suitable for him in the light of his circumstances and financial resources.

**1.5.** If the Client does not understand the risks involved he should seek advice and consultation from an independent professional advisor. If the Client still does not understand the risks involved in trading in any Financial Instruments, he should not trade at all.

**1.6.** The Client should acknowledge that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accept that he is willing to undertake this risk.

**1.7.** Trading CFDs and FX Contracts is highly speculative, involves a significant risk of loss and is not suitable for all investors but only for those customers who:

- understand and are willing to assume the economic, legal and other risks involved;
- are experienced and knowledgeable about trading in derivatives and in underlying asset types; and
- are financially able to assume losses significantly in excess of margin or deposits because investors may lose the total value of the contract not just the margin or the deposit.

**1.8.** Neither CFDs nor FX Contracts are appropriate investments for retirement funds. CFD and FX transactions are among the riskiest types of investments and can result in large losses. Customer represents, warrants and agrees that Customer understands these risks, is willing and able, financially and otherwise, to assume the risks of trading CFDs and FX Contracts and that the loss of Customer's entire account balance will not change Customer's lifestyle.

## **2. RISKS RELATED TO LONG AND SHORT POSITIONS**

**2.1.** Being long in CFD means you are buying the CFDs on the market by speculating that the market price of the underlying will rise between the time of the purchase and sale. As owner of a long position, you will generally make a profit if the market price of the underlying rises whilst your CFD long position is open. On the contrary, you will generally suffer a loss, if the market price of the underlying falls whilst your CFD long position is open. In addition, you might suffer a loss due to the closure of your position, in case you do not have enough liquidity for the

margin on your account in order to maintain your position open.

**2.2.** Being short in CFD means you are selling the CFDs on the market by speculating that the market price of the underlying will fall between the time of the purchase and sale. As owner of a short position, you will generally make a profit if the market price of the underlying falls whilst your CFD short position is open. On the contrary, you will generally suffer a loss, if the market price of the underlying rises whilst your CFD short position is open. In addition, you might suffer a loss due to the closure of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open.

### **3. HIGH LEVERAGE AND LOW MARGIN RISKS**

**3.1.** The high degree of “leverage” is a particular feature of both CFDs and FX Contracts. The effect of leverage makes investing in CFDs riskier than investing directly in the underlying asset. This stems from the margining system applicable to CFDs which generally involves a small deposit relative to the size of the transaction, so that a relatively small price movement in the underlying asset can have a disproportionately dramatic effect on your trade. This can be both advantageous and disadvantageous. A small price movement in your favor can provide a high return on the deposit, however, a small price movement against you may result in significant losses. The greater the leverage, the greater the risk. The size of leverage therefore partly determines the result of your investment.

### **4. TECHNICAL RISKS**

**4.1.** The Client shall be responsible for any financial losses caused by the failure of information, communication, electronic, internet, telephone, public electricity network and other systems. The result of any system failure may be that his Order is either not executed according to his instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure.

**4.2.** While trading the Client and not the Company shall be responsible for the financial losses caused by (but not limited to):

- Client's or Company's hardware or software failure, malfunction or misuse
- Poor Internet connection either on the side of the Client or the Company or both, or interruptions or transmission blackouts or public electricity network failures or internet connection failures or hacker attacks, or overload of connection;
- The wrong settings in the Client Terminal;
- Delayed Client Terminal updates;
- The Client disregarding the applicable rules on the Client Terminal;
- Delays or other errors caused during the transmission of Orders and/or messages via computer or other communication devices;
- Information received via computer or via other communication devices is inaccurate.

**4.3.** The Client acknowledges that at times of excessive deal flow the Client may have some difficulties to be connected over the telephone with a Dealer or with the Company Online Trading System, especially in a Fast Market (for example, when key macroeconomic indicators are released).

8.2. The generic market recommendations provided by the Company is based solely on the judgment of the Companies personnel and should be considered as such. The Client acknowledges that he enters into any Transactions relying on his own judgment. Any market recommendations provided are generic only and may or may not be consistent with the market positions or intentions of the Company and/or its affiliates. The generic market recommendations of the Company are based upon information believed to be reliable, but the Company cannot and does not guarantee the accuracy or completeness thereof or represent that following such generic recommendations will reduce or eliminate the risk inherent

in trading CFDs and/or FX Contracts.

## **5. ABNORMAL MARKET CONDITIONS**

**5.1.** The Client acknowledges that under Abnormal Market Conditions the period during which the Orders are executed may be extended or it may be impossible for Orders to be executed at declared prices or executed at all.

## **6. TRADING PLATFORM**

**6.1.** Orders may be executed one at a time while being in the queue. Multiple Orders from the same Client Account in the same time may not be executed.

**6.2.** The Client acknowledges that the only reliable source of Quotes Flow information is that of the real/live Server's Quotes Base. Quotes Base in the Client Terminal is not a reliable source of Quotes Flow information because the connection between the Client Terminal and the Server may be disrupted at some point and some of the Quotes simply may not reach the Client Terminal.

**6.3.** The Client acknowledges that when the Client closes the Order placing/modifying/deleting window or the position opening/closing window, the Instruction or Request, which has been sent to the Server, shall not be cancelled.

**6.4.** In case the Client has not received the result of the execution of the previously sent Instruction but decides to repeat the Instruction, the Client shall accept the risk of making two Transactions instead of one.

**6.5.** The Client acknowledges that if the Pending Order has already been executed but the Client sends the Instruction to modify its level, the only Instruction, which will be executed, is the Instruction to modify Stop Loss and/or Take Profit levels on the position opened when the Pending Order triggered.

## **7. COMMUNICATION**

**7.1.** The Client shall accept the risk of any financial losses caused by the fact that the Client has received with delay or has not received at all any notice from the Company.

**7.2.** The Client acknowledges that the unencrypted information transmitted by e-mail is not protected from any unauthorised access of third parties.

**7.3.** The Company has no responsibility if authorized third persons have access to information, including electronic addresses, electronic communication and personal data, access data when the above are transmitted between the Company and the Client or when using the internet or other network communication facilities, telephone, any other electronic means, fax or post.

**7.4.** The Client is wholly responsible for keeping the privacy of all the information send by the Company and accepts the risk of any financial losses caused by the unauthorised access of the third party to the Client's Account.

**7.5.** The Client is fully responsible for the risks in respect of undelivered Company Online Trading System internal mail messages sent to the Client by the Company as they are automatically deleted within 3 (three) calendar days.

## **8. MARKET COMMENTARY AND RECOMMENDATIONS**

**8.1.** Any opinions, news, research, analyses, prices or other information contained on this website or linked to from this website are provided as general market commentary and do not constitute investment advice. AXFXPV is not liable for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

## **9. FORCE MAJEURE EVENTS**

**9.1.** In case of a Force Majeure Event the Client accepts the risk of financial losses.

## **10. THIRD PARTY RISK**

**10.1.** The Company may pass money received from the Client to a third party (e.g. an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty located within Vanuatu or outside the Vanuatu) to hold or control in order to affect a Transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g. initial margin requirement) in respect of a Transaction. The Company has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Client.

**10.2.** The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

**10.3.** The Company may deposit Client money with a depository who may have a security interest, lien or right of set-off in relation to that money.

**10.4.** A Bank or Broker through whom the Company deals with could have interests contrary to the Client's interests.