



NFX Capital CY Ltd

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RISK ACKNOWLEDGEMENT AND DISCLOSURE

(v1.1)



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NFX Capital CY Ltd Limited (“the Company”) is an investment firm regulated by the Cyprus Securities and Exchange Commission (license number 209/13). This disclosure is provided to the Client in accordance with the provisions of the Cyprus Investment Services and Activities and Regulated Markets Law of 2007 and in accordance with the Markets in Financial Instrument Directive (MIFID) of the European Parliament and Council.

1. Risk Warnings

The Client should not invest directly or indirectly in Financial Instruments unless he/she knows and understands all the risks involved for each one of the Financial Instruments offered by the Company. Before the Client proceeds to open an account he/she should consider carefully whether investing in a specific Financial Instrument is suitable for him/her according to his/her risk profile, other circumstances and financial resources.

It is noted that in order for the Client to proceed to the above assessments - of whether a financial instrument is suitable for him/her - he/she should be able to fully comprehend it – especially if, in terms of high complexity and increased risk, it belongs to complex products.

In view of the above and of current legislation, the Company acknowledged the necessity to provide its investors with a comprehensible and comparable range of retail investment products, in a fully transparent, disclosable and concise way, in a table format (see Appendix A of this document).

If the Client does not understand the risks involved in trading Financial Instruments offered by the Company he/she should seek advice and consultation from an independent financial advisor. If the Client still does not understand the risks involved, he/she should not trade at all.

2. General Risks

The Client is warned of the following risks:

(a) The Company does not and cannot guarantee the initial capital deposited in the account of the Client for trading purposes or any money invested in any Financial Instrument.

(b) The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind.

3. Market Risks

(a) The Client should acknowledge that, regardless of any information or research material which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

(b) Past performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.



(c) The Client hereby acknowledges that the transactions undertaken through the services of the Company may be of a speculative nature. As a result of this, large losses may occur in a short period of time and even the whole initial deposit of the Client might be lost.

(a) Foreign Exchange Markets usually entail risks that are higher than the risks associated with stock Markets. The client should be aware that the performance of his/her investment will depend on changes in the values of exchange rate pairs.

(b) Before or during the release of significant macroeconomic announcements or any other news, currency markets may open and/or move at price levels that are very different to the previous levels. During such market conditions there is the risk that orders may be executed at prices that are very different to the price levels initially chosen.

(c) The Client should be aware and accept that under certain market conditions it may be difficult or impossible to execute an order.

4. Liquidity Risk

The determination of prices is a result of the demand and supply forces. Therefore, some financial Instruments may become illiquid at certain times due to reduced demand. Under such market conditions, the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.

5. Leverage Risk (or Gearing)

Forex trading, unlike traditional trading, enables the Client to trade the markets by paying only a small fraction of the total trade value. This is called leverage or gearing and the amount required to remain available in the trading account of a client for the purposes of maintaining an open position is called margin. However, it should be noted that trading using leverage, means that even small market movements may result in a proportionately much larger movement in the value of the Client's position.

The Client acknowledges that if the market moves against his/her open position, this may lead to losses that are greater than the funds deposited as margin for that position and will be reflected in his/her trading account .

The Client is solely responsible for all risks incurred from financial trading activities he/she undertakes and for the trading strategies he/she chooses to implement.

6. Exchange Rate Risk

The Client acknowledges that if the financial instrument he/she is investing in, is traded in a currency that is different from the currency of the client's account then he/she bears exchange rate risk. Any changes in the exchange rates may have negative effect on its value, and performance.



7. Charges and Taxes

- (a) The Client should be aware that the Company accepts no responsibility if any taxes or duties arise from trading due to changes in legislation or changes that may occur to the Client's personal circumstances.
- (b) It is the responsibility of the Client to get informed about all charges and commissions incurred before he/she starts trading.

8. Insolvency Risk

The Client should acknowledge that the insolvency of the Company or of a Bank or Broker used by the Company to effect its transactions may lead to the Client's positions being closed out against his wishes.

9. Third Party Risks

- (a) The Company may pass money received from the Client to a third party (e.g. a bank) to hold or control in order to effect a transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g. initial margin requirement) in respect to 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.
- (b) The Company may be required to hold client's money in an account that is segregated from other Clients and the Company's money in accordance with current regulations, but this may not offer complete protection.
- (c) 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 insolvency or any other similar 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. The Company does not accept any liability or responsibility for any resulting losses.
- (d) A Bank or Broker through whom the company may deal with could have conflict of interests with the company's clients.
- (e) Third party risk could be more evident in cases where the related counterparty is situated outside EU and thus is not governed by EU legislation. Clients are advised to hold their funds with EU entities where stricter pro-client legislation applies. Although the company makes every effort to deal with predominantly EU based third parties, it can accept no responsibility in the event of insolvency by either an EU-based or a non EU-based counterparty.



10. Trading Platform Risks

Clients, who undertake transactions on an electronic trading system, will be exposed to risks associated with the system including the failure of hardware and software (Internet/Servers). The result of any system failure may be that an order is either not executed according to the instructions provided for it, or is not executed at all. The Company does not accept any liability in the case of such a failure. The use of wireless connections or dial-up connections, or any other form of unstable connection at the Client's end, may result in poor or interrupted connectivity or lack of signal strength causing delays in the transmission of data between the Client and Company, when using the Company's Electronic Trading Platform. Such delays or disturbances may result in the Client sending to the Company out of date 'Market Orders'. In these circumstances, the Company will update the price and execute the order at the best available 'market price'.

(a) The Client acknowledges that the only reliable source of Quotes Flow information is that of the 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.

(d) The Client acknowledges that when an Order is closed or is being executed, it may not be cancelled or modified.

(e) The Client is warned that he/she may lose all of the money he/she has deposited as margin. The placing of certain orders available on the Trading Platform (e.g. "stop-loss" or "limit" orders) that are intended to limit losses to certain amounts may not always be effective because market conditions or technological limitations may make it impossible to execute such orders. The Company accepts no responsibility for such orders not being executed neither for financial losses resulting from the fact that these orders have not been executed to limit loss or protect profits.

11. Technical Risks

(a) The Client acknowledges and accepts that he bears the risk of having financial losses if there is failure, malfunction, interruption, disconnection or malicious actions to information, communication, and electricity, electronic or other systems.

(b) The Client acknowledges that the unencrypted information transmitted by e-mail is not protected from any unauthorized access.

(c) Before or during the release of significant macroeconomic announcements or any other news, currency markets may be very volatile and increased demand and supply may exist, so the Client may not be able to conduct by phone or connect to the company's trading platform(s)/system (s). As such, the Client understands and accepts this risk.

(d) The Client is warned that when trading in an electronic platform he bears the risk of financial loss which may be a consequence of amongst other things:



- i. Failure of Client's devices, software and poor quality of connection.
- ii. The Company's or Client's hardware or software failure, malfunction or misuse.
- iii. Client's Terminal not having the right settings.
- iv. Client's Terminal not promptly updated.

(e) The Client acknowledges that he/she may not be able to access the Company's Website and/or Trading System due to issues with internet access. These issues may include interruptions or transmission blackouts, software and hardware failure and internet disconnection, public electricity network failures or malicious attacks. The Company has no responsibility whatsoever if any damages or losses arise from such events which are beyond its control or for any other losses, costs, liabilities, or expenses (including without limitation) loss of profit which may arise from the Client not being able to access the Company's Website and/or Trading System or delay or failure in sending Orders or Transactions.

12. Force Majeure Events

A force Majeure Event is an event of greater force that prevents one or both parties from fulfilling their obligations under their agreement. Examples of Force Majeure events are wars, strikes, crime, hurricane, flooding, earthquakes, volcanic eruptions, etc.

"Force majeure events" clauses in a contract or agreement include risks beyond the reasonable control of a party, incurred not as a product or result of the negligence or malfeasance of a party but where non-performance is caused by external forces.

In case of Force Majeure Events the Client shall accept the risk of financial loss.



APPENDIX A: Summary list of MiFID complex/non-complex financial instruments

(to see the complete document, please click [here](#))

AUTOMATICALLY NON-COMPLEX UNDER ART. 19(6)	TO BE ASSESSED AGAINST THE CRITERIA IN ART.38 OF MiFID LEVEL 2 DIRECTIVE	ALWAYS COMPLEX UNDER ART.38 OF MiFID LEVEL 2 DIRECTIVE
1. SHARES		
<p>(i) Ordinary/ common shares in companies, admitted to trading on a regulated market.</p> <p>(ii) Ordinary preference shares in companies admitted to trading on a regulated market.</p>	<p>(i) Shares that are not admitted to trading on a regulated market.</p> <p>(ii) Shares admitted to trading on a third country market</p> <p>(iii) Depository receipts for shares</p> <p>(iv) 'Stapled securities' that comprise a share and a different type of security.</p> <p>(v) Shares in non-UCITS open-ended collective investment undertakings</p> <p>(vi) Shares in non-UCITS close-ended collective investment undertakings</p>	<p>(i) Convertible shares.</p> <p>(ii) Subscription rights/nil-paid rights to acquire shares.</p> <p>(iii) Callable/convertible preference shares</p>
2. MONEY MARKET INSTRUMENTS, BONDS AND OTHER FORMS OF SECURITISED DEBT		
<p>(i) Money market instruments that do not embed a derivative. Including:</p> <ul style="list-style-type: none"> • Treasury bills • Certificates of deposit • Commercial paper • <p>(ii) Bonds that do not embed a derivative Including</p> <ul style="list-style-type: none"> • Corporate bonds • Government/public bonds • Traditional covered bonds 	<p>(i) Depository receipts in respect of bonds or other forms of securitised debt.</p>	<p>(i) Money market instruments, bonds and other forms of securitised debt that embed a derivative. Including</p> <ul style="list-style-type: none"> • credit linked notes • structured instruments whose performance is linked to the performance of a bond index • structured instruments whose performance is linked to the performance of a basket of shares with or without active management • structured instruments with a nominal fully guaranteed whose performance is linked to the performance of a basket of shares, with or without active management • Asset-backed securities (including e.g. mortgage-backed securities, CDOs) if they embed a derivative or are otherwise structured in a complex way • Structured covered bonds • convertible bonds



		<ul style="list-style-type: none"> • exchangeable bonds • callable bonds • puttable bonds • participaciones preferentes in Spanish credit institutions.
3. UCITS AND OTHER COLLECTIVE INVESTMENT UNDERTAKINGS		
<ul style="list-style-type: none"> • (i) Units (or 'shares') in any UCITS • 	<ul style="list-style-type: none"> • (i) Units in a non-UCITS fund. • (ii) Shares in a non-UCITS open-ended collective investment undertaking. • (iii) Shares in non-UCITS close-ended collective investment undertakings 	<ul style="list-style-type: none"> • None are automatically complex. (Note: the fact that an undertaking invests in derivatives will not automatically make it 'complex' for these purposes.)
4. OTHER FINANCIAL INSTRUMENTS		
N/A	Other MiFID financial instruments which are not specifically mentioned in the first indent of Art. 19(6) of the Level 1 Directive	<p>(i) MiFID-scope derivatives covered by items 4-10 of Section C of the Annex to MiFID</p> <p>(ii) Other securities giving the right to acquire or sell a transferable security or giving rise to a cash settlement determined by reference to transferable securities, currencies, interest rates or yields, commodities or other indices or measure (Article 4(1)(18)(c) of MiFID Level 1 Directive). Including</p> <ul style="list-style-type: none"> • Warrants • Covered warrants (It can be argued either that covered warrants fall under items 4-10 of Section C of the Annex I to MiFID or that they are securities covered by c) of article 4-1-18 of MiFID) • Financial contracts for differences (including e.g. Exchange Traded Commodities that are contracts for difference and financial 'spread bets')