



## **Risk Disclaimer**

In consideration of ComfyFX (“**brand**”) agreeing to enter into over-the-counter (“**OTC**”) contracts for differences (“**CFDs**”) and foreign exchange contracts (“**FX Contracts**”) with the undersigned (hereinafter referred to as the “**Customer**”, “**you**”, “**your**”), Customer acknowledges, understands and agrees that: **Trading Is Very Speculative and Risky.**

**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;
- 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.

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.

#### Risks Related to Long CFD positions, i.e. for Purchasers of CFDs

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. Your potential loss may therefore be bigger than the initial margin deposited. In addition, you might suffer a loss due to the closing of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open.

#### Risks Related to short CFD positions, i.e. for sellers of CFDs

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. Your potential loss may therefore be bigger than the initial margin deposited. In addition, you might suffer a loss due to the closing of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open.

#### High Leverage And Low Margin Can Lead To Quick Losses

The high degree of “gearing” or “leverage” is a particular feature of both CFDs and FX Contracts. The effect of leverage makes investing in CFDs riskier than investing 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 favour can provide a high return on the deposit, however, a small price movement against you may result in significant losses. Your losses will never exceed the balance of your account, which is balanced to zero, if the losses are higher than the amount deposited. Such losses can occur quickly. The greater the leverage, the greater the risk. The size of leverage therefore partly determines the result of the investment.

### Margin Requirements

Customer must maintain the minimum margin requirement on their open positions at all times. It is Customer's responsibility to monitor his/her account balance. Customer may receive a margin call to deposit additional cash if the margin in the account concerned is too low. ComfyFX has the right to liquidate any or all open positions whenever the minimum margin requirement is not maintained and this may result in Customer's CFDs or FX Contracts being closed at a loss for which you will be liable.

### Spread

- The difference between our bid price and our ask price is "Our Spread". Our Spreads are set in our absolute discretion, since we are acting as market maker, and any changes are effective immediately.
- Information in relation to Our Spread, leverage, rollover fees and trading hours for each market is stated in CFD Trading Conditions and FX Trading Conditions pages of ComfyFX's website.

### Cash Settlement

Customer understands that CFD and FX Contracts can only be settled in cash and the difference between the buying and selling price partly determines the result of the investment.

### Conflicts of Interest

ComfyFX is counterparty to all Transactions entered into under the Customer Agreement and, as such, ComfyFX's interests may be in conflict with yours. Our Conflicts of Interest Policy is available at ComfyFX's website.

### OTC Transactions

When trading CFDs or FX Contracts with us, such transactions will not be executed on a recognized or designated investment exchange and are known as OTC transactions. All positions entered into with us must be closed with us and cannot be closed with any other entity. OTC transactions may involve greater risk than investing in on-exchange contracts because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an OTC transaction or to assess the exposure to risk. Bid prices and ask prices may not be quoted by us, based on best execution policies applicable in the market. There is no central clearing and no guarantee by any other party of ComfyFX's payment obligations to the Customer, thus Customer is exposed to credit risk with ComfyFX. Customer must look only to ComfyFX's for performance of all contracts in Customer's account and for return of any margin or collateral.

## Prices, Margin And Valuations Are Set By ComfyFX And May Be Different From Prices Reported Elsewhere

- ComfyFX will provide prices to be used in trading, valuation of Customer positions and determination of Margin requirements in accordance with its Trading Policies and Procedures and Market Information Sheets. The performance of your CFD or FX Contract will depend on the prices set by ComfyFX and market fluctuations in the underlying asset to which your contract relates. Each underlying asset therefore carries specific risks that affect the result of the CFD concerned.
- Our prices for a given market are calculated by reference to the price of the relevant underlying asset which we obtain from third party external reference sources or exchanges. For our CFD and FX Contracts, we obtain price data from wholesale market participants. Although ComfyFX expects that these prices will be reasonably related to prices available in the market, ComfyFX's prices may vary from prices available to banks and other market participants. ComfyFX has considerable discretion in setting and collecting margin. ComfyFX is authorized to convert funds in Customer's account for margin into and from such foreign currency at a rate of exchange determined by ComfyFX in its sole discretion on the basis of then-prevailing money market rates.

## Rights to Underlying Assets

You have no rights or obligations in respect of the underlying instruments or assets relating to your CFDs or FX Contracts. The Customer understands that CFDs can have different underlying assets, such as stocks, indices, currencies and commodities, as specified in CFD Trading Conditions and FX Trading Conditions pages of ComfyFX's website.

## Currency Risk

Investing in FX Contracts and CFDs with an underlying asset listed in a currency other than your base currency entails a currency risk, due to the fact that when the CFD or FX Contract is settled in a currency other than your base currency, the value of your return may be affected by its conversion into the base currency.

## One Click Trading And Immediate Execution

ComfyFX's Online Trading System provides immediate transmission of Customer's order once Customer enters the notional amount and clicks "Buy/Sell." This means that there is no opportunity to review the order after clicking "Buy/Sell" and Market Orders cannot be cancelled or modified. This feature may be different from other trading systems you have used. Customer should utilize the Demo Trading System to become familiar with the Online Trading System before actually trading online with ComfyFX. Customer acknowledges and agrees that by using ComfyFX's Online Trading System, Customer agrees to the one-click system and accepts the risk of this immediate transmission/execution feature.

## Telephone Orders And Immediate Execution

Market Orders executed over the telephone through the ComfyFX Trading Desk are completed when the ComfyFX's telephone operator says "deal" or "done" following Customer's placing of an order. Upon such confirmation of the telephone operator, Customer has bought or sold and cannot cancel the Market Order. By placing Market Orders through the ComfyFX Trading Desk, Customer acknowledges and agrees to such immediate execution and accepts the risk of this immediate execution feature.

#### ComfyFX Is Not An Adviser Or A Fiduciary To Customer

Where ComfyFX provides generic market recommendations, such generic recommendations do not constitute a personal recommendation or investment advice and have not considered any of your personal circumstances or your investment objectives, nor is it an offer to buy or sell, or the solicitation of an offer to buy or sell, any Foreign Exchange Contracts or Cross Currency Contracts. Each decision by Customer to enter into a CFD or FX Contract with ComfyFX and each decision as to whether a transaction is appropriate or proper for Customer, is an independent decision made by the Customer. ComfyFX is not acting as an advisor or serving as a fiduciary to Customer. Customer agrees that ComfyFX has no fiduciary duty to Customer and no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with Customer following ComfyFX's generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by ComfyFX.

#### Recommendations Are Not Guaranteed

The generic market recommendations provided by ComfyFX are based solely on the judgment of ComfyFX's personnel and should be considered as such. Customer acknowledges that Customer enters into any Transactions relying on Customer's own judgment. Any market recommendations provided are generic only and may or may not be consistent with the market positions or intentions of ComfyFX and/or its affiliates. The generic market recommendations of ComfyFX are based upon information believed to be reliable, but ComfyFX 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.

#### No Guarantees Of Profit

There are no guarantees of profit nor of avoiding losses when trading CFDs and FX Contracts. Customer has received no such guarantees from ComfyFX or from any of its representatives. Customer is aware of the risks inherent in trading CFDs and FX Contracts and is financially able to bear such risks and withstand any losses incurred.

#### Customer May Not Be Able To Close Open Positions

Due to market conditions which may cause any unusual and rapid market price fluctuations, or other circumstances, ComfyFX may be unable to close out Customer's position at the price specified by Customer and the risk controls imposed by ComfyFX might not work and Customer agrees that ComfyFX will bear no liability for a failure to do so.

### Internet Trading

When Customer trades online (via the internet), ComfyFX shall not be liable for any claims, losses, damages, costs or expenses, caused, directly or indirectly, by any malfunction, disruption or failure of any transmission, communication system, computer facility or trading software, whether belonging to ComfyFX, Customer, any exchange or any settlement or clearing system.

### Telephone Orders

ComfyFX is not responsible for disruption, failure or malfunction of telephone facilities and does not guarantee its telephone availability. For the avoidance of doubt, Customer is aware that ComfyFX may not be reachable by telephone at all times. In such cases Customer shall place his/her order through other means offered by ComfyFX.

### Quoting Errors

Should a quoting error occur (including responses to Customer requests), ComfyFX is not liable for any resulting errors in account balances and reserves the right to make necessary corrections or adjustments to the relevant Account. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by ComfyFX in its sole discretion and acting in good faith, of the relevant market at the time such an error occurred. In cases where the prevailing market represents prices different from the prices ComfyFX has posted on our screen, ComfyFX will attempt, on a best efforts basis, to execute Transactions on or close to the prevailing market prices. These prevailing market prices will be the prices, which are ultimately reflected on the Customer statements. This may or may not adversely affect the Customer's realized and unrealized gains and losses.

**I / WE HAVE READ, UNDERSTOOD AND AGREE TO THE RISK DISCLOSURE STATEMENT AND THE TRADING POLICIES AND PROCEDURES SET OUT ABOVE**