



## **RISK WARNING NOTICE**

**Trading the various products that Fixi Plc offer, Contracts for Difference, (CFDs), Forex and Spread Betting are considered to be “speculative” and “complex” products. They are difficult to understand and are appropriate only for experienced investors. You should ensure that you have both the relevant experience and knowledge of the underlying asset, market and types of speculative instruments. If you have difficulty in understanding the risk involved in how these complex products work, you should not proceed.**

**You should consider the following risks before using our services. This notice cannot disclose all of the risks and you should not use our services if you do not fully understand the nature of the investments that our services relate to and the nature of the risks involved.**

### **INTRODUCTION**

Fixi Plc, (**we, us or our**) believe that our customers should be aware of the risks associated with entering into Contracts for Differences (CFDs), Forex and Spread Betting prior to trading.

CFDs, Forex and Spread Betting are traded over-the-counter (i.e. they are not traded on an exchange or regulated market) (OTC) and can carry a high risk to your capital when prices move against you so that whilst you could make money rapidly, you are also at risk of losing money rapidly due to leverage (i.e. you only deposit a fraction of the nominal value of the contract that you are investing in). Most investors lose money on these products, particularly when trading with higher leverage. You can lose more than any initial investment and you may be required to make further payments to us to cover any losses which are greater than the amount of your initial investment and/or total deposits with us. Please note that the higher the leverage, the higher the risks involved.

This notice does not explain all of the risks associated with entering into these types of products, or how such risks relate to your personal circumstances. It is important that you fully understand the risks involved before making a decision to trade. If you are in any doubt as to any of the risks involved, you should seek professional advice.

If you choose to trade using the Online Facility, it is important that you remain aware of the risks involved, that you have adequate financial resources to bear such risks and that you monitor your open positions carefully.

### **1 RISK OF LOSS**

By placing orders using the Online Facility, you acknowledge that you have reviewed the contents of this Risk Warning in its entirety and understand the risks involved in trading. You further acknowledge and understand that such instruments are speculative, involve a high degree of risk, involve the use of leverage and are appropriate only for persons who can assume the risk of losses which can exceed their original deposit. Accordingly, you should never invest or risk money which you cannot afford to lose. You should not trade unless you understand the nature of the contract you are entering into, your risk appetite, your risk exposure and your financial position.

Before trading on the Online Facility, you need to ensure that: you are willing and able, financially and otherwise, to assume the risk of trading; you understand the true extent of your exposure to the risk of loss; you have determined that trading in speculative products is suitable for you in light of your circumstances and financial position; and you understand that you cannot hold us responsible for any losses arising from any transactions entered into by you or on your behalf. By entering in a transaction on the Online Facility you acknowledge to us that you have read and understood this Risk Warning.

## **2 NO ADVICE**

We do not provide investment, tax, legal, regulatory or financial advice relating to investments or possible investments. Any information we provide is purely factual and does not take into account your personal circumstances (for example, information about trading processes or minimising potential risks). Therefore, you may wish to obtain independent professional advice from a suitably qualified advisor on any particular investment and on any related financial, legal, regulatory, tax or similar matter before trading with us.

## **3 APPROPRIATENESS**

Any decision to open an account with us and to use our Online Facility is yours and it is your responsibility to understand the risks involved. Ultimately, it is also up to you to assess whether your financial resources are adequate for your proposed trading activity with us and to assess your risk appetite for trading high risk Products.

However, before we open an account for you, we are required to make an assessment of whether our products and/or services you have chosen are appropriate for you, and to warn you if, on the basis of the information you provide to us, any product or service is not appropriate. It is therefore very important that you provide us with correct and up to date information about your personal circumstances and financial position.

## **4 CONTRACTS FOR DIFFERENCE**

CFDs are a type of transaction the purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price of an underlying instrument or thing (such as a foreign currency, a share, a commodity or an index). CFDs can only be settled in cash.

Investing in CFDs carries a high degree of risk because the “leverage” or “gearing” means that a relatively small movement in the underlying instrument or thing can lead to a proportionately much larger movement in the value of your investment (the CFD) and this can work against you as well as for you. It is possible to lose more money than your initial deposit.

When you enter into any trade with us through the Online Facility, you will be entering into a bespoke OTC derivative transaction with us, which is non-transferrable. This means that you will enter into trades directly with us, and also that those trades (or “positions”) can only be closed with us. This involves a greater risk than investing in a financial instrument which is transferable or dealing in an exchange-traded derivative, because your ability to open and close positions is solely

dependent on the Online Facility being able to accept orders from you and execute them. Therefore, you can only open and close positions in our CFDs with us and nobody else and you therefore have to deal at prices determined by us.

In addition, all of your trades with us are settled in cash, and you do not have any rights to any underlying investment (including ownership or voting rights in any underlying instrument or thing).

You can only profit from our CFDs through changes in our prices, which is different from other assets, such as shares or deliverable currencies, where you can profit from real market fluctuations and where you may be entitled to dividends or interest.

## **5 FOREX, SPREAD BETS, PRECIOUS METALS, OIL, COMMODITIES AND INDEXES**

Investing in rolling forex, spread bets, precious metals, oil, commodities and indexes carries similar risks as investing in a future and you should be aware of this. Margined transactions in forex, spread bets, precious metals, oil, commodities and indexes may also have a contingent liability and you should be aware of the implications of this. They are some of the riskiest forms of investment. Given the possibility of losing an entire investment, speculation in forex, spread bets, precious metals, oil, commodities and indexes should only be conducted with risk capital funds that if lost, will not significantly affect your financial standing.

## **6 FOREIGN MARKETS**

Foreign markets involve different risk from your native market. In some cases, risks will be greater. The potential for loss and profit from transactions on foreign markets or in foreign currency will be affected by fluctuations in foreign exchange rates. Such enhanced risks include the risk of political or economic policy changes in a foreign market, which may substantially and permanently alter the conditions, terms, marketability or price of a foreign currency.

## **7 MARGIN, GEARING AND LEVERAGE**

Before you enter into trades with us, you will generally be required to deposit money with us. This is known as the “margin requirement”. The margin requirement is usually, but not always, a relatively small percentage of the contract value. This means that you will be using “leverage” or “gearing” and this can work for or against you. A small price movement in your favour can result in a high return on the margin requirement placed for the trade, but a small movement against you may result in substantial losses.

Very high leverage can result in a large gain or a large loss for you over a very short time span and is inherently riskier than trading on lower leverage.

We will consider the following when setting the leverage, or margin on your account;

- Your knowledge and experience
- Market conditions and risks of a given product (price volatility, liquidity, risk of extraordinary market situations)

- The conditions existing at the underlying exchange or market

You should not dedicate your entire deposit to meet margin requirements. You do have the option to request a lower leverage in order to limit your exposure.

At all times during which you have open positions, you must ensure that your account balance, taking into account all running profits and losses, is equal to at least the total margin requirement that we require you to have deposited with us. Therefore, if our price for the relevant trade moves against you, you may need to provide us with significant additional funds to meet your margin requirement at short notice. If you do not do this, we will be entitled to close one or more of your positions and you will be solely responsible for any losses that you incur as a result.

You should also note that under our terms and conditions of business, even if our price for a relevant trade does not move against you, we are entitled to increase our margin requirement or rates at any time. If we do so, you may be required to deposit additional funds into your account to cover the increased margin rates. If you do not do this, we will be entitled to close one or more of your positions and you will be solely responsible for any losses that we incur as a result.

## 8 **PRICE DIFFERENCES OF A TRADE**

There is a risk that the price which you see through our Online Facility when you place an order will not be identical to the price at which the trade is executed. The corresponding price difference may put you at an advantage or a disadvantage. We attempt to generate prices on a continuous basis and to have the currently applicable prices shown on the Online Facility as quickly as possible. However, technical issues (e.g. the transfer rate of data networks or the quality of your internet connection, as well as rapid fluctuations in the value of any underlying instrument or market) may lead to a change in the applicable price between the time the order is placed by you and/or the time that the relevant order is received by us and/or the time the order is executed by the Online Facility. Such changes to the applicable price will not result from arbitrary interventions by us but may, for example, be due to fluctuations in the underlying financial markets. If such changes occur, the order is generally executed at the price applicable when the order is executed by the Online Facility. Such price movements may work for or against you.

## 9 **CURRENCY**

Margined trades are based on the price movement of a product. They settle based on the difference between the opening price and the closing price of the trade. They can settle in a currency other than your base currency and therefore your profit or loss could be liable to foreign exchange fluctuations

## 10 **VOLATILITY**

Any underlying financial markets or products on which the value of our offerings are based may fluctuate rapidly and prices will fluctuate accordingly. Price movements in underlying financial markets or products can be influenced by interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and

national and international political and economic events and policies. In addition, governments intervene from time to time, directly and by regulation, in certain markets, particularly markets in currencies and interest rate related contracts and derivatives. Such intervention is often intended to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. Any movements in underlying financial markets or products which affect the prices will therefore have a direct and real time effect on your trades and account balance.

#### 11 **GAPPING**

One form of price volatility in underlying financial markets that can happen regularly is called “gapping”. This occurs where there is a sudden shift in price from one level to another. Causes of gapping include unexpected economic events or market announcements, particularly where these occur outside trading hours. There may not always be an opportunity for you to place an order between these price levels, or for the Online Facility to execute a pending order at a price between those levels. Gapping can result in you incurring significant losses (or profits) on an affected trade. Certain markets also have limited trading hours which can impose a significant risk to your ability to place orders and close positions outside those trading hours.

#### 12 **WEEKEND RISK**

Various situations, developments or events may arise over a weekend when the markets generally close for trading, that may cause the markets to open at a significantly difference price from where they closed. You will not be able to use the Online Facility to place or change orders over the weekend and at other times when the markets are generally closed. There is substantial risk that stop-loss orders left to protect open positions held over the weekend will be executed at levels significantly worse than their specified price.

#### 13 **STOP LOSS ORDERS**

Stop loss orders allow you to specify a price at which a position will be closed out by the Online Facility, if the market moves against you.

#### 14 **PAST PERFORMANCE**

Past performance is not an indication of future performance. The value of investments can go down as well as up.

#### 15 **COSTS AND CHARGES**

Please be aware of all costs and charges that apply to you, because such costs and charges will affect your profitability. Details of our costs and charges are available on our Online Facility.

## 16 **MONITORING YOUR POSITIONS AND ACCOUNT**

It is important that you monitor all of your open positions and account balance closely. It is your responsibility to monitor your open positions and account balance and you must let us know immediately if you believe there are any errors.

Under certain trading conditions, it may be difficult or impossible to liquidate an open position. This may occur, for example, at times of rapid price movement. Placing a stop-loss order will not necessarily limit your losses to the intended amounts because market conditions may make it impossible to execute such an order at the stipulated price.

## 17 **TECHNICAL RISKS**

There is a risk that other circumstances may prevent us from executing orders, or prevent you from accessing the Online Facility, including system errors, outages, maintenance periods, internet connectivity issues or failures of third parties on whom you or we are dependent (e.g. internet services providers or utility companies). We have business continuity measures to deal with some of these issues, but in some circumstances you may not be able to access the Online Facility. These risks can pose a significant risk to the execution of your orders and your monitoring of your positions.

## 18 **TRADES SHOULD NOT BE FINANCED BY CREDIT**

If you fund your trades with us using credit (e.g. a bank loan or credit card), your risk will be significantly increased. If you make a loss using that money, you will still have to repay the amount that you have borrowed and also any applicable interest. Therefore, you must not rely on being able to redeem borrowed money with any profits from trades with us.

## 19 **DEFAULT**

In the unlikely that we suffer a financial default and are unable to meet our obligations, we are covered by the UK Financial Services Compensation Scheme (FSCS) which covers the first £50,000 of any claim. You should note that this scheme is normally available to retail clients and to some professional clients (as defined in the rules of the Financial Conduct Authority). However, any claims beyond the amount covered by the FSCS will be subject to the relevant insolvency regime (in relation to which we can provide further details on request).

## 20 **TAX TREATMENT**

The tax treatment of your trading activities depends on your individual circumstances and may be subject to change in future. You are solely responsible for your own tax affairs.

## 21 **REGULATORY AND LEGAL RISK**

A change in laws or regulations made by a government or regulatory body can increase the costs of operating a business, reduce the attractiveness of investment and/or change the competitive

landscape and as such alter the profit potential of an investment. The risk is unpredictable and may vary from market to market.

**You should carefully consider whether trading in these products is suitable for you in light of your own financial position and investment objectives.**

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