

## HF Markets (SV) Ltd

# RISKS ASSOCIATED WITH TRANSACTIONS IN DERIVATIVE FINANCIAL INSTRUMENTS (CFDS)

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## 1. Introduction

- 1.1. **HF Markets (SV) Ltd** (hereinafter referred to as the “**Company**”), is incorporated under the laws of Saint Vincent and the Grenadines with Registration 22747 IBC 2015 having its registered office at Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont, Kingstown, Saint Vincent and the Grenadines. The Company is authorised as an International Business Company under the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009 (herein the “**Law**”).
- 1.2. The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.
- 1.3. This risk warning notice (herein the “**Notice**”) is provided to the Company’s Clients and any Prospective Client who is willing to enter into an agreement with the Company for opening a trading account with the Company, under the provisions of the Law as amended from time to time.
- 1.4. The Clients and any Prospective Clients must read carefully this notice which is easily accessible on the Company’s website before deciding to open a trading account with the Company and before commencing any trading activity with the Company.
- 1.5. It is noted that this Notice and the General Risk Disclosure document cannot and do not disclose or explain all of the risks and other significant aspects involved in dealing in Derivative Financial Instruments offered by the Company for (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, according to the Law. The Client should be aware of all the risks associated with trading in CFDs and seek advice and consultation from an independent financial advisor if he has any doubts. The Company does

not provide such advice. If the Client does not understand the risks involved in trading in CFDs, he should not trade at all.

## **2. Definition**

- 2.1. “CFDs” or “Contract for Differences” is an agreement between two parties to exchange the difference between the opening price and closing price of a contract including but not limited to shares, currencies, commodities and index. CFDs provide Investors with all the benefits and risks of owning a security without actually owning it.

## **3. Leverage**

- 3.1. The Client and/or any Prospective Client thereof fully acknowledge and accept that, regardless of any information which may be offered by the Company, the value of the CFDs provided by the Company may fluctuate downwards or upwards and it is not unlikely that the investment may become of no value. This is due to the high degree of “gearing” or “leverage” feature of CFDs. This stems from the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on your trades.

## **4. Margin requirements**

- 4.1. The Client should be aware of the implications of CFD Transactions and in particular the specific margin requirements which are applied thereto. The Client is required to deposit funds in his trading account in order to open a position and the funds should reflect the specific margin required. The Client shall be informed of the specific Margin requirement for each individual account before he begins trading; such information is available to the Client upon completion of the necessary information required by the Company to approve him as a Client of the Company.
- 4.2. Under normal trading conditions, the Company offers leverage as set out in the table below, with maximum limits varying by instrument.

<b>Instrument</b>	<b>Maximum Leverage *</b>
Forex	<b>1:2000</b>
Gold (XAU)	<b>1:2000</b>
US Indices Spot and Futures (except USD Index)	<b>1:1000</b>
GER40 (Spot and Futures)	<b>1:1000</b>
JP225.F (Futures) and all other Spot Indices	<b>1:500</b>
UKOIL.S and USOIL.S (Spot)	<b>1:500</b>
UKOIL and USOIL (Futures)	<b>1:200</b>

***\*Please refer to the website for the complete list of instrument-specific applicable leverage***

The Client acknowledges that the Company reserves the right, at its sole discretion, to reduce the above leverage limits under any non-exhaustive circumstances listed below.

**(a) News and Session Events**

The Leverage limits in the below table shall apply during major news releases and trading sessions events:

1. **News releases** - within 15 minutes before, and 5 minutes after, the release of significant news affecting the relevant trading instrument.
2. **Session open and close** - within 1 hour before or after the daily rollover period for Forex, or within 1 hour before or after any market open or close for Gold and Indices.

<b>Normal Maximum Leverage</b>	<b>Applicable Reduced Leverage</b>
<b>1:2000</b>	<b>1:500</b>

<b>1:1000</b>	<b>1:500</b>
<b>1:500</b>	<b>1:200</b>
<b>1:200</b>	<b>1:200</b>

**(b) Weekend Session Open and Close**

In addition to the conditions set out in Clause 4.2(a), specific leverage limits apply to all instruments around the weekly session open and close. For each instrument, the applicable windows are defined relative to that instrument's own session open and close times, as published on the Company's website.

Where a position is opened within the windows set out below, the following leverage limits shall apply. Each session open and close is divided into two phases, with progressively tighter leverage limits applied as the market approaches its open or close:

<b>Window</b>	<b>Period Relative to Instrument Session Open/Close</b>	<b>Maximum Leverage</b>
Monday (Session Open) — Phase 1	From session open until 10 minutes after session open.	<b>1:100</b>
Monday (Session Open) — Phase 2	From 10 minutes after session open until 1 hour after session open.	<b>1:500</b>
Friday (Session Close) — Phase 1	From 1 hour before session close until 30 minutes before session close.	<b>1:200</b>
Friday (Session Close) — Phase 2	From 30 minutes before session close until session close.	<b>1:100</b>

The leverage limits set out in Clause 4.2 (b) represent the maximum leverage applicable at any given time for the relevant instrument and window. Where a Client's account leverage setting is lower than the limit applicable to a specific instrument or window, the lower of the two shall apply.

The specific session open and close times for each instrument, and the corresponding absolute Server Time windows derived from this clause, shall be published on the Company's website and updated as necessary. In the event of any conflict between this clause and the published times, the published times shall prevail.

**(c) Bank/Public Holiday Leverage Conditions**

Where a Bank or Public Holiday falls on a weekday, the leverage limits set out in Clause 4.2(b) shall apply on a modified basis as follows:

- The trading day immediately preceding the holiday shall be treated as equivalent to a Friday market close, and the leverage windows applicable to Friday under Clause 4.2(b) shall apply accordingly.
- The trading day immediately following the holiday shall be treated as equivalent to a Monday market open, and the leverage windows applicable to Monday under Clause 4.2(b) shall apply accordingly.

The Company reserves the right to determine, based on the economic relevance of the holiday to the instruments and asset classes concerned, which instruments are subject to these adjustments. Where practicable, the Company shall notify Clients of any such adjustments via the Company's website or trading platform in advance of the relevant holiday.

4.3. Additionally, the Client acknowledges, agrees and understands that the maximum leverage for a trading account shall be automatically adjusted without any prior notice to the Client by taking into consideration the trading account's equity (i.e. Balance + Floating Profit & Loss + Swap + Commission) as follows:

**A. All Trading Accounts apart from Cent, Copy and PAMM Accounts**

<b>Trading Account's Equity (USD)</b>	<b>Maximum Leverage</b>
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<b>0.00 – 4,999.99</b>	<b>1:2000</b>
<b>5,000.00 – 39,999.99</b>	<b>1:1000</b>
<b>40,000.00 – 99,999.99</b>	<b>1:500</b>
<b>100,000.00 or more*</b>	<b>1:200</b>

\*In the case that the client account equity is equal or exceeds 300.000 USD (or currency equivalent) please also see Clause 6.8. of the Company's Terms of Business

**B. Cent Accounts (excluding Copy Cent)**

<b>Trading Account's Equity (USD)</b>	<b>Maximum Leverage</b>
<b>0.00 – 499.99</b>	<b>1:2000</b>
<b>500.00 – 999.99</b>	<b>1:1000</b>
<b>1000 – 1499.99</b>	<b>1:500</b>
<b>1,500.00 or more</b>	<b>1:200</b>

**C. Copy Trading Accounts\***

<b>Copy Trading Account's Equity (excluding Copy Cent Accounts) (USD) **</b>	<b>Maximum Leverage</b>
<b>0 - 299 999.99</b>	<b>1:1000</b>
<b>300 000.00 or more</b>	<b>1:500</b>
<b>Copy Cent Trading Account's Equity (USD) **</b>	<b>Maximum Leverage</b>
<b>0 - 49,999.99</b>	<b>1:1000</b>
<b>50,000.00 or more</b>	<b>1:500</b>

\*Leverage adjustments do not apply to Follower Trading Accounts that copy any Strategy Provider of the Kenyan entity of HFM Group.

\*\*Combined with total equity of the Strategy Provider and all of his Followers.

- 4.4. The Client acknowledges, agrees and understands that the leverage for each position opened on the **Premium and/or Pro and/or Zero and/or ProPlus and/or Top-Up accounts** shall be determined based on the crypto symbol to be traded (e.g. BTCUSD, ETHUSD etc.) and on the total volume (i.e. lots) traded by the Client for each crypto symbol. More information regarding the leverage of each crypto symbol as per above, can be found in each crypto symbol's trading details in the Company's website. The Client further acknowledges, agrees and understands that he/she shall be responsible for checking the aforementioned trading details of each crypto symbol prior to and whilst trading on a Premium and/or Pro and/or Zero and/or ProPlus and/or Top-Up accounts.
- 4.5. The Company reserves the right at its sole and absolute discretion to reduce the leverage prior to and/or during and/or after earnings announcements and news announcements for CFDs on Shares and CFDs on Indices respectively.
- 4.6. Margin requirements will depend on the underlying asset of the CFD, level of leverage chosen and the value of position to be established.
- 4.7. The Company will not notify you of any 'Margin Call' to sustain a loss-making position.
- 4.8. The Client shall not be able to hedge his open position, if the Margin Level on his trading account is equal or less than 100%.
- 4.9. The Company has the discretionary right (a) to start closing positions when 'Equity' decreases to about 50% of the used 'Margin' for any particular Financial Instrument, and (b) to close automatically all positions at market prices, when 'Equity' level decreases to below 20% of the used 'Margin' level for all accounts.

## **5. Volatility of price and limitation on the available market**

- 5.1. CFDs provided by the Company are derivative financial instruments, where their price is derived from the price of the Underlying asset, which the CFD refers to. Derivative Financial instruments and the relevant markets can be highly volatile. The prices of CFDs and the Underlying assets may be volatile and unpredictable and may fluctuate rapidly and over

wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by you or by the Company. Those movements will affect the Company's prices, whether or not you can open or close a position and the price at which you can do so. So, under certain market conditions, it may be impossible to execute any type of order at the declared price. Therefore, even 'stop-loss orders', whereby your trade will be executed only when the CFD you want to buy or sell reaches a particular price (the stop price), cannot guarantee the limit of loss. 'Stop-loss orders' are not guaranteed to be filled at the price you state. Once the 'stop-loss orders' has been triggered, it turns into a market order, which is filled at the best possible price. This price may be lower than the price specified by the 'stop-loss orders'. The prices of CFDs will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market place.

- 5.2. Some of the CFDs underlying assets may not become immediately liquid as a result of reduced demand for the underlying instrument and Client may not be able to obtain the information on the value of these or the extent of the associated risks.
- 5.3. Trading in CFDs is speculative and involves a high degree of risk. In particular, because it will be conducted using a margin (which covers only a small percentage of the value of the underlying asset being traded), as such, even small price changes in the underlying assets of CFDs can result in significant losses. You should be aware that by trading with CFDs you may lose the margin held at the Company that serves for the purposes of collateral for opening and maintaining your trading positions.
- 5.4. Transactions in the derivative Financial Instruments provided by the Company are not undertaken on a recognized exchange, rather they are undertaken through the Company's Electronic Trading Platform and, accordingly, they may expose you to greater risks than regulated exchange transactions. The terms and conditions and trading rules are established solely by the counterparty, which in this case is the Company. You may be obliged to close an open position of any given Financial Instrument during the opening hours of the Company's Electronic Trading Platform.

## **6. Total Loss might exceed the Initial Amount**

- 6.1. The Client acknowledges and understands that risk of loss arising from trading in CFDs can be substantial and the Client might lose more than the Initial Amount and any additional amounts, including the Margin Requirement as explained in paragraph 4. While CFD trading typically only requires depositing a small percentage of the total trade volume (the margin requirement), profits and losses can quickly exceed the Margin Requirement, requiring the margin requirement to be adjusted at the initial amount.

## **7. Additional obligations**

- 7.1. The Client and/or Prospective Client shall be obliged to obtain details of all commissions and other charges for which he will be liable, before he begins trading with the Company. Such information can be found on the Company's Website(s) and/or to the uploaded legal documentation on the Company's website(s). If any charges are not expressed in money terms (but, for instance, as a dealing spread, the Client and/or Prospective Client should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
- 7.2. When the Client engages in CFD trading, the Client is placing a trade in relation to movements of prices set by the Company. Prices quoted to the Client by the Company will include a spread, mark-up, or mark-down when compared to prices that the Company may receive or expect to receive if it were to cover transactions with the Client by a trade in the interbank market or with another counterparty. The Client is advised by the Company that the total impact of spreads may be significant in relation to the size of the margin the Client deposits and may make it more difficult for the Client to realise a profit from the Client's trading. The Client should carefully consider the effect of spreads, mark-ups, or mark-downs on the Client's ability to profit from trading.
- 7.3. The value of open positions in the CFDs provided by the Company is subject to financing fees. The price of long positions in Financial Instruments is reduced by a daily financing fee

throughout the life of the CFD. Conversely, the price of short positions in CFDs is increased by a daily financing fee throughout its life. Financing fees are based on prevailing market interest rates, which may vary over time. Details of daily financing fees applied are available on the Company's Website(s).

- 7.4. The Client should take reasonable care to maintain sufficient available funds to avoid negative account equity due to position size and overnight financing fees, especially when trading CFDs on cash indices and CFDs on shares where financing fees are being applied to reflect corporate actions.
- 7.5. The Client should be aware that his trades in CFDs may be or become subject to tax and/or any other duty for example because of changes in legislation or the Client's personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client will be responsible for any taxes and/or any other duties which may accrue in respect of his trades.

## **8. Review**

- 8.1. The Company reserves the right to review and/or amend its Risk Disclosure statements, at its sole discretion, whenever it deems necessary, without prior notice to the Client.

## **9. Client Declaration**

- 9.1. The Client hereby acknowledges, confirms and accept that by entering into an Agreement with the Company and every time he decides to place an Order in a CFD, that he runs a high risk of incurring losses and damages as a result and declares that he is willing to proceed with this kind of trading and undertakes such risks.

**WARNING: It is emphasized that for many members of the public, dealings in Contracts for Differences (CFDs) will not be appropriate. The Client should not engage in any dealings directly or indirectly in CFDs unless he knows and understands the features risks involved in them and that he may lose entirely all of his money and also be imposed extra charges.**

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