

## **RISK DISCLAIMER NOTICE**

Please ensure that you read our detailed Risk Disclaimer in full and understand its contents prior to investing your capital.

### **SCOPE OF THE NOTICE**

Apex360 (referred to as Apex360, the Firm, us, we and our) provides you with this Risk Disclaimer Notice (the Notice) to help you understand the risks that might arise when trading Contracts for Difference (CFDs). However, you need to bear in mind that the Notice does not contain all the risks and aspects involved in trading CFDs. The Client (referred to as the Client, you, your and yourself) should carefully read the Notice in conjunction with the Client Agreement, the Order Execution Policy and the documentation/ information available to you through our Website.

You need to ensure that any decision to engage in trading CFDs is made on an informed basis and in light of your knowledge and experience as well as to your personal circumstances (including but not limited to your financial position). In addition, you need to ensure that you understand the nature of CFDs and the extent of all risks and aspects involved in trading CFDs.

Please note that CFDs are leveraged financial products and therefore as such, trading CFDs involves a high risk of loss as price movements are influenced by the amount of leverage the client is using. For example, if a client is using 50 times leverage a movement of 0.5% will result in a gain or a loss of 25%. Nonetheless, as a result of the Negative Balance Protection (NBP) you may not lose more than your initial investment.

Trading CFDs is not appropriate for all persons. Under no circumstances, should you risk more than you are prepared to lose.

For any capitalised term, which have not been defined in the Notice, please refer to Schedule A (Glossary) of the Client Agreement.

### **APPROPRIATENESS ASSESSMENT**

When processing your Account Opening Form Apex360 carries out an assessment of your appropriateness to trade CFDs and determines, based on information you provide us with, if you have sufficient knowledge and experience to understand the risks involved in trading CFDs. We will inform you of the results of our assessment but this does not relieve you of the need to carefully consider whether to trade CFDs with us. If we

warn you that trading CFDs may not be appropriate for you, then you should refrain from trading CFDs until you attain sufficient knowledge and experience.

### **NATURE OF CFDS**

CFDs are agreements to exchange the difference in value of a particular instrument or currency between the time at which the agreement is entered into and the time at which it is closed. CFDs allow the Firm's Clients to replicate the economic effect of trading in particular currencies or other instruments without requiring actual ownership of those assets; a full list of the CFDs on offer by Apex360 is available on our Website.

CFDs are derivative products traded off-exchange (or Over-the-Counter (OTC)); this means Apex360 is at all times the counterparty to the Client trades and any CFD trades entered into with the Firm, can only be closed with us. Your ability to open and/or close trades is dependent on the availability of our trading platform(s).

You understand that you are not entitled to the physical delivery of the underlying instrument (or reference instrument) of the CFDs you are trading and you have no rights in the underlying instrument (such as voting rights in case you are trading CFDs on shares). CFDs fluctuate in value during the day; the price movements of CFDs are determined by a number of factors including but not limited to availability of market information.

### **PRICES AND COST**

The prices generated by our trading platform(s) are derived from the prices of the relevant underlying instruments, which the Firm obtains from third party liquidity/ price providers. The prices of CFDs that you trade with us include a mark-up; this means that the spreads offered by us comprise of (i) the raw spreads received from liquidity/ price provider(s) and (ii) a mark-up (where applicable).

For trading certain CFDs, the Client may be required to pay a commission and/ or other fees; these instances are described in detail in our Website. For all type of CFDs offered by the Firm, the commission (if applicable) and financing/ overnight fees are not incorporated into the Firm's quoted prices and are instead charged explicitly to the Client Account(s). In the case of financing/ overnight fees, the value of opened positions in some types of financial instruments is increased or reduced by a daily financing fee swap throughout the life of the trade. The financing fees are based on prevailing market interest rates. From Mondays to Thursdays swap is charged once for every business day and on Fridays swap is

charged in triple size in order to account for the weekend; details of daily financing/overnight fees applied, are available in our Website.

Apex360 acts as market maker when executing Client trades and the Firm may profit from any Client losses.

You should not fund your Account using money obtained from any credit facility (including bank loan or otherwise). You should understand that your overall risks will be significantly increased. For instance, if you incur a loss on your trades, you will still have to repay any amount borrowed plus any interest or other costs. Therefore, you shall never finance any trades on such borrowed money and you should never rely on being able to profit on any trade, in order to repay such amounts.

### **MARKET CONDITIONS, REQUIRED MARGIN, LEVERAGE AND STOP-OUT LEVELS**

Trading CFDs enables you to use leverage to open a trade by depositing a fraction of the total trade value; this means that a relatively small market movement may lead to a proportionately much larger movement in the value of your trade. For margin calculation purposes, the leverage level used will be the lower of: (i) the Account or (ii) symbol traded. This logic applies on all our trading platforms.

The maximum leverage offered by Apex360 is 1:500, although leverage restrictions may apply for certain CFDs. Please visit the Website for further details.

Financial markets may fluctuate rapidly to reflect events that are outside the control of the Firm and/or your control; as a result, prices will become volatile. One form of price volatility is gapping, which occurs when there is a sudden shift in prices from one level to another. This can be caused, for example by unexpected economic events or market announcements, within or outside trading hours. Consequently, Apex360 may be unable to execute your instructions at the requested price. In addition, if prices move against you, this will have a direct and real-time impact on your trades, which may be automatically stopped-out. It is possible that you all your trades will be stopped-out; not just the ones that are loss making.

You should note that any changes made to your leverage level, on an already traded Account, can immediately affect your open positions and may result in a stop-out.

It is your responsibility to monitor the required margin of your open positions and in order

to avoid a stop-out you may have to fund your Account.

For further information, please refer to the Margin and Leverage section of the Order Execution Policy.

#### **FOREIGN EXCHANGE AND OTHER RELATED RISKS**

You will be impacted by foreign exchange movements, if you are trading in a product that is denominated in a currency other than the currency of your Account. Any currency conversion calculations are provided by the Firm to the Client in the currency in which the Client account is denominated and the currency of the relevant CFD, using the cross-spot rate.

Your capacity to trade CFDs may also be affected as a result of changes in the legal, regulatory, taxation environment and/or other.

#### **TECHNICAL RISKS**

We try to generate prices continuously and provide you with access\* to our trading platforms throughout the trading sessions as indicated on our Website. However, there are instances where this is not possible; for example, instances of poor telecommunication/ internet connectivity, system errors and outages and/or other factors. The above may cause prices to change between the time an order is placed and the time the order has been received by the Firm. In addition, these technical risks may significantly impact the execution of your orders.

\* Access to our trading platforms includes access via mobile applications.

#### **CLIENT MONEY**

If you are categorised as a retail client, any money that we hold on your behalf will be kept in one or more segregated accounts with an institution within or outside the European Economic Area (EEA), separated from the Firms money. The Client Money will be pooled with money belonging to other Clients (the Omnibus Account); therefore, an individual Client will not have a claim against a specific sum in a specific account, in the event of insolvency. A Clients claim may be against the Client Money in the Omnibus Account. In general, accounts held with institutions, including omnibus account(s), face various risks, including the potential risk of being treated as one (1) account in case the institution defaults. Under such circumstances, the enforcement of the national deposit guarantee scheme may be applied without consideration of the ultimate beneficial owners of the

Omnibus Account. Another risk might be that the funds in the Omnibus Account may be exposed to obligations of Apex360 connected with the positions of other Clients in case Apex360 is unable to meet its obligations towards them. In the event that the solvency of the institution that Apex360 utilises to keep Client Money is partially or fully compromised, any loss shall be borne by you not us. In the event that any such institution defaults, the Client shall have no redress against the Firm.

#### **NO ADVICE**

Apex360 may, from time to time and as often as it deems appropriate, issue and/or distribute third party material (the Material), which contains information including but not limited to the conditions of the financial markets, posted through our Website and other media and/or received by you. It should be noted that the Material is considered to be marketing communication only and does not contain, and should not be construed as containing, investment advice and/or an investment recommendation and/or, an offer of or solicitation for any transactions in financial instruments; any decision to enter into a specific transaction shall be made by the Client following an assessment by him/herself of their situation. Apex360 makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any employee of Apex360, a third party or otherwise. The Material is not prepared in accordance with legal requirements promoting the independence of investment research and it is not subject to any prohibition on dealing ahead of the dissemination of investment research. All expressions of opinion included in the Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions Apex360

Apex360 does not provide investment, financial, legal, tax, regulatory or other advice relating to investments or trading CFDs. Any material or information or other features, which may be provided to you through our Website, trading platforms, marketing or training events or otherwise, is generic and shall not be treated as advice appropriate for you or based on a consideration of your personal circumstances. You should seek independent professional advice from a suitably qualified advisor, if necessary, prior to engaging in trading CFD with us.

**PAST PERFORMANCE**

Past performance, simulation or prediction of CFDs does not constitute an indication of future results. You should note that the value of your investment can decrease (as well as increase) as the market price of the underlying asset may fluctuate downwards (or upwards).

**ADDITIONAL INFORMATION**

For further information, please refer to the Guide to Investing issued by the European Securities and Markets Authority (ESMA) and the Investor Warning on Contracts for difference (CFDs) issued jointly by ESMA and the European Banking Authority (EBA); also available on our Website.