

In consideration of **HOLIWAY INVESTMENTS LTD** (hereinafter the “**Company**”) agreeing to enter into over-the-counter (“**OTC**”) contracts for differences (“**CFDs**”) and foreign exchange contracts (“**FX Contracts**”) with the the undersigned (hereinafter referred to as the “**Client**”, “**you**”, “**your**”), the Client acknowledges, understands and agrees with the following:

**1. 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:

- a) understand and are willing to assume the economic, legal and other risks involved;
- b) are experienced and knowledgeable about trading in derivatives and in underlying asset types; and
- c) 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.

**2. Risks related to long CFD positions - 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 closure of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open.

**3. Risks related to short CFD positions - 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 closure of your position, in case you do not have enough liquidity for the margin on your account in order to maintain your position open.

#### **4. 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 directly 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 your investment.

#### **5. Margin Requirements**

The Client must maintain the minimum margin requirement on their open positions at all times. It is Customer's responsibility to monitor his/ her account balance. The Client may receive a margin call to deposit additional cash if the margin in the account concerned is too low. The Company 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.

#### **6. Cash Settlement**

The Client 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.

#### **7. Prices, Margin and Valuations are set by the Company and may be different from prices reported elsewhere**

The Company will provide prices to be used in trading, valuation of Customer positions and determination of Margin requirements. The performance of your CFD or FX Contract will depend on the prices set by the Company 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.

#### **8. 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 Client understands that CFDs can have different underlying assets, such as stocks, indices, currencies and commodities.

#### **9. 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.

#### **10. One click trading and immediate execution**

The Company'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 the Company. The Client acknowledges and agrees that by using the Company's online trading system, the Client agrees to the one-click system and accepts the risk of this immediate transmission/execution feature.

#### **11. The Company is not an adviser in regard to non-recommended services**

Where the Company 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 the Company and each decision as to whether a transaction is appropriate or proper for Customer, is an independent decision made by the Customer. The Company is not acting as an advisor or serving as a fiduciary to Customer. Customer agrees that the Company 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 the Company's generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by the Company.

Where the Company provides the Client with a personal recommendation as part of the provision of the Investment Advice service, and in the absence of gross negligence or fraud, neither the Company, nor any person connected with it, including any of its Brokers, nor any of its respective directors, employees or agents, shall have any responsibility or liability whatsoever for any loss or loss of profit as a result of any advice or opinion which may be given or expressed by the Company or them to you in good faith concerning any investment or investment transaction.

#### **12. Recommendations are not guaranteed**

The generic market recommendations provided by the Company are based solely on the judgment of the Company'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 the Company and/or its affiliates. The generic market recommendations of the Company are based upon information believed to be reliable, but the Company 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.

### **13. 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 the Company 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.

### **14. Internet Trading**

When Customer trades online (via the internet), the Company 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 the Company, Customer, any exchange or any settlement or clearing system.

Neither the Company, nor any of the Company's directors, officers, employees, agents, contractors, affiliates, third party vendors, facilities, information providers, licensors, exchanges, clearing organizations or other suppliers providing data, information, or services, warrant:

- a) That the Electronic Trading Platform will be uninterrupted or error free at most of the times; nor does the Company make any warranty as to the results that may be obtained from the use of the Electronic Trading Platform or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Electronic Trading Platform;
- b) That the Client's systems will be unaffected or undamaged by any malicious software;
- c) That any data will not be intercepted by any third party.

In the event that Client's access to the Electronic Trading Platform or any portion thereof is restricted or unavailable, the Client agrees to use other means to place the orders or access information, such as calling the Company and/or the Company representative.

### **15. Quoting Errors**

Should a quoting error occur (including responses to Customer requests), the Company 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 the Company 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 the Company has posted on our screen, the Company 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.

## **16. Compensation**

The Company participates in the Investor Compensation Fund for clients of Investment Firms regulated in the Republic of Cyprus. The Clients will be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from your claim. Any compensation provided to you by the Investor Compensation Fund shall not exceed twenty thousand euro (EUR 20,000). This applies to your aggregate claims against us.