

# Risk Disclosure Statement

The Risk Disclosure Statement aims to give the Client adequate guidance on the characteristics and hazards associated with the particular financial instruments offered by NexGen Finance (the Company). Upon reading the statement, the Client affirms their awareness, understanding, and consent to the potential risks described below.

## Statement

1. Trading involves a high level of risk and speculation. Contracts for Difference (CFDs) are intricate financial instruments, many of which do not have a fixed expiration date. Instead, the closure of an open position at any point determines the maturity of a CFD position. Because CFDs are leveraged products, they carry a significant amount of risk and may result in the complete loss of invested capital. Trading in CFDs is highly speculative and therefore is suitable only for those Clients who:

a. The client acknowledges and accepts the potential economic, legal, and other risks associated with the trading activity.

b. The Client must also be financially capable of accepting the potential losses of their invested capital and have knowledge and understanding of CFDs and the underlying assets. By agreeing to these terms, the Client confirms that they fully comprehend and accept the associated risks of trading CFDs, and are prepared to bear the potential financial losses. Before initiating any trades, the Client should ensure they comprehend the risks involved, assess their experience level, and obtain independent advice if necessary. The Client assumes responsibility for any losses incurred in their account, and should be aware that there is a possibility of losing all their invested capital.

2. When trading CFD you need to take into consideration the following main risks:

a. While CFDs are considered high-risk financial products due to their leverage, it's important to note that our company operates under a 'negative balance protection' policy. This means that you cannot lose more than the initial investment you made in the trade.

b. The value of CFDs can fluctuate due to market conditions, and while there is potential for profit, it is important to consider the potential for significant losses that can occur over a short period of time when trading CFDs.

c. When engaging in CFD trading, you can participate in the markets by only paying a small portion of the overall trade value, unlike traditional trading. Nevertheless, this also means that a relatively minor market movement can result in a significantly larger movement in the value of your position.

d. It is the responsibility of the Client to ensure that their trading account always has enough margin to maintain an open position. The Client must also regularly monitor their open positions to prevent them from being closed due to insufficient funds. The Company does not have any obligation to notify the Client of such instances.

3. The Company sets its own prices, which may not match the prices reported by other sources. The Client should use the prices provided by the Company to trade and value their positions, as per the Trading Policies and Procedures. It is important to note that these prices may not be the same as the actual market levels when the options are sold.

4. The Company's Dealing Room executes market orders through phone calls. The orders

are considered complete once the Company's analyst confirms the transaction by saying "deal" or "done". The Client cannot cancel the order after confirmation. By using the Dealing Room service, the Client acknowledges and accepts the risk of immediate execution.

5. The Company does not act as a financial advisor or a trustee for its clients. The generic market recommendations provided by the Company do not constitute personalized investment advice, and they do not consider the Client's investment objectives or circumstances. Furthermore, such recommendations are not an invitation to trade, nor are they a solicitation of an invitation to trade. The Client is solely responsible for deciding whether to trade with the Company and whether a transaction is appropriate for the Client. The Company is not providing advisory services to the Client. The Client acknowledges that the Company has no obligation to act as a trustee for the Client and has no liability for any losses, claims, damages, costs, or expenses incurred as a result of the Client's use of the Company's generic trading recommendations. The Client is responsible for any actions taken or not taken based on the information provided by the Company.

6. The Company's generic market recommendations are not a guarantee. These recommendations are made solely on the basis of the Company's personnel's judgment and should be regarded as such. The Client acknowledges that any trades made are based on their own judgment. The Company's recommendations are generic and may or may not align with the market positions or intentions of the Company or its affiliates. While the Company believes that the information it uses to provide recommendations is reliable, it cannot guarantee the accuracy of such recommendations or that following them will eliminate the risks inherent in trading.

7. Trading does not guarantee profits, and losses cannot be avoided entirely. The Client understands that neither the Company nor any of its representatives have provided any guarantees of profit or loss avoidance. The Client acknowledges and accepts the risks associated with trading and is financially capable of handling these risks and any resulting losses.

#### 8. Risks

a. When trading online through the internet, the Client acknowledges and accepts the technical risks involved. The Company shall not be held responsible or liable for any losses, damages, expenses, or claims resulting from any failure or malfunction of any communication system, computer facility, transmission, or trading software belonging to the Company, the Client, any exchange, or any settlement or clearing system, directly or indirectly. The Client is solely responsible for ensuring the reliability and security of their internet connection and computer systems used for trading purposes.

b. The Client recognizes that in exceptional market conditions, the Company may face difficulties executing the Client's orders promptly, resulting in a prolonged execution period for instructions and requests.

c. communication.

- The Company shall not be held responsible for any losses incurred by the Client due to delayed or undelivered communications sent by the Company.

- The Company does not hold any liability for any loss that occurs due to any unauthorized access to the encrypted information sent by the Company to the Client.

- The Company shall not be held responsible for any internal messages sent to the Client through the trading platform(s) that remain unreceived or unread. If a message is not received or read within a period of 3 (three) calendar days, it will be automatically deleted.

- It is the sole responsibility of the Client to ensure the confidentiality and privacy of any information contained in the communication sent to the Company.
  - The Company disclaims any responsibility or liability for any loss or damages that may result from the authorized or unauthorized access of any information transmitted between the Company and the Client by third parties. It is the Client's sole responsibility to ensure the confidentiality and security of all communication and information transmitted to the Company.
- d. The Client must ensure that investing in CFDs is not subject to any tax or duty in their jurisdiction. The Client is solely responsible for any taxes or other duties that may arise in connection with their trades.
9. Prior to investing in CFDs, it is important for the Client to consider any associated costs, including but not limited to spreads, commissions, and swaps. In this context, a swap refers to the interest charged or earned for holding a position overnight. It is important for the Client to note that the swap for a position opened on Wednesday and held open overnight is three times that of other days, as the value date of a trade held overnight on a Wednesday would normally be on a Saturday, but since banks are closed, the value date is moved to Monday, resulting in an additional two days of interest. Furthermore, swaps are charged once between Friday and Monday.
10. If the expiry system fails for any reason, unexpired options will be automatically detected and expired according to historical rates stored in the archive. If any position fails to expire on time, a notification will be sent to the Risk Manager with all relevant position information to be resolved manually.

If you encounter any issues or face any difficulties, please do not hesitate to reach out to our customer support team.