

# Risk Disclosure Statement

## Objective

The purpose of this statement is to inform clients about the nature and associated risks of the financial products available through **FINEXGROW.com**.

By proceeding, the Client confirms that they fully acknowledge, comprehend, and accept the risks outlined herein.

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## Regulatory Context

This statement is created in line with applicable legal provisions. Please note that it does not attempt to describe every possible risk or important factor involved in all transactions carried out through the Company. Instead, it outlines general categories of risks related to trading in financial instruments in an honest and balanced manner. Clients must ensure they make well-informed decisions, carefully considering all of the information provided below.

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## General Risk Warning

Trading involves significant uncertainty and should be approached with caution. **Contracts for Difference (CFDs)** are complex instruments, usually without a fixed expiration date. As such, a CFD remains active until the client decides to close it. These instruments are leveraged and, as a result, involve high risk—potentially leading to the total loss of the invested capital.

CFD trading is suitable only for individuals who:

- Understand and accept the economic, legal, and financial risks involved;
- Have the financial capacity to endure losses up to their full investment;
- Possess sufficient knowledge about CFDs and the underlying markets.

By trading, the Client affirms that they fully understand these risks and have the financial means and willingness to take them on. Clients should always assess their level of experience and seek independent financial advice if unsure.

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## Key Risks Related to CFDs

- **Leverage:** CFDs are margin-based, leveraged instruments, which means both gains and losses can be significantly amplified. While the Company offers *negative balance protection* (you cannot lose more than your deposited amount), the potential for total capital loss still exists.
  - **Volatility:** CFD prices are influenced by market conditions, which can shift rapidly. Clients should be aware that profits and losses can occur quickly.
  - **Margin Requirements:** Only a small deposit is required to control a larger trade. However, small changes in the market can cause disproportionate changes in your account value. Leverage offered ranges from 1:5 up to 1:500.
  - **Ongoing Monitoring:** Clients must ensure that adequate funds (margin) are maintained in their account to keep positions open. Failure to do so may result in automatic closure of positions without prior notice.
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## Potential Conflicts of Interest

Since the Company is the counterparty to client transactions, its interests may not always align with those of the Client. A detailed Conflicts of Interest Policy is available at **FinexGrow.com**.

The prices used for trading and evaluating positions are determined by the Company, and may differ from prices shown on other platforms. These rates are established according to the Company's internal Trading Policies and may not mirror real-time market conditions.

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## **No Ownership of Underlying Assets**

Clients trading CFDs do not acquire ownership rights or responsibilities regarding the underlying financial assets.

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## **Phone Orders and Immediate Execution**

When placing market orders via phone through the Company's dealing desk, trades are executed once the operator confirms with "deal" or "done." After confirmation, orders are final and cannot be cancelled. By using this method, clients accept the risk of immediate execution.

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## **No Investment Advice**

The Company does not act as an advisor or fiduciary. Any market commentary or recommendations provided are of a general nature, not tailored to individual financial circumstances or investment goals. These should not be considered investment advice or an offer to trade. All trading decisions are made solely at the discretion of the Client.

Clients agree that:

- The Company is not responsible for any financial losses resulting from the use of its general recommendations.
  - There is no fiduciary relationship between the Client and the Company.
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## **No Guarantee of Accuracy or Profit**

Any market guidance provided is based on the judgment of Company personnel and is not guaranteed to be accurate, complete, or reliable. The

Client trades at their own risk and should not assume any recommendations will minimize or eliminate trading risks.

There are **no assurances** of profit or protection from losses. The Client understands and accepts all risks involved in CFD trading and confirms their financial ability to absorb losses.

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## Risks in Detail

### a. Technical Risks

- Online trading involves risk of technical failures. The Company bears no liability for losses caused by system breakdowns, communication issues, or software malfunctions across any platform involved in the trading process.
- Telephone orders are subject to communication reliability. The Company cannot ensure constant phone line availability, and clients are advised to use the online platform when possible.

### b. Market Volatility

- In cases of abnormal market conditions, execution times may be delayed, increasing potential risks.

### c. Communication Delays

- The Company is not liable for any losses resulting from delayed, unread, or unreceived communications. Email communications are not encrypted, and clients accept the risks of unauthorized access.
- Platform messages auto-delete after three (3) days if not opened. The client is responsible for monitoring all communications.

### d. Force Majeure

- In events of force majeure (e.g., natural disasters, geopolitical events, etc.), the Client accepts any resulting financial impact.

### e. Tax Responsibility

- It is the Client's duty to understand their local tax obligations. The Company does not provide tax advice and is not responsible for taxes incurred from trading activities.
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## Fees, Swaps, and Other Charges

Before opening CFD positions, clients must be aware of any applicable charges, including:

- **Spreads**
- **Commissions**
- **Swap Fees** (interest for overnight positions)

Notably, positions held open on Wednesday incur **triple swap charges**, as trades are adjusted for the weekend (banks are closed on Saturday/Sunday).

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## System Failures and Expiry Issues

If the system fails to process expiring positions, it will automatically use historical pricing data to settle such trades. Unresolved positions will be escalated to the Risk Manager and Compliance Officer for manual resolution.

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## Acknowledgment

**I/We confirm that we have read, understood, and accept the terms of this Risk Disclosure Statement and the associated Trading Policies and Procedures.**

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