iFOREX Online Trading

Risk disclosure notice

1. General

1.1. In this Risk Disclosure Notice, "we", "our" or "us" shall mean VIBHS Financial Ltd, operating under the trading name 'iFOREX UK', a company registered in England and Wales under number 08279988, whose registered office is at **11-12 Tokenhouse Yard, London EC2R 7AS**. We are authorised and regulated by the Financial Conduct Authority ("FCA") under Firm Reference Number 613381. In this Risk Disclosure Notice, "you" or "your" shall mean you as the client.

1.2. This Risk Disclosure Notice is provided to you, as a Retail Client, in compliance with the rules of the FCA. Retail Clients are afforded the most protections under these rules.

1.3. This notice cannot disclose all the risks and other significant aspects of products such as futures, options, interests in investments and contracts for differences. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in the light of your circumstances and financial position. Certain strategies, such as a 'spread' position or a 'straddle', may be as risky as a simple 'long' or 'short' position.

1.4. Although derivative instruments can be utilised for the management of investment risk, some of these products are unsuitable for many investors. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points.

2. Futures

2.1. Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash.

2.2. They carry a high degree of risk. The 'gearing' or 'leverage' often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you.

2.3. Futures transactions have a contingent liability, and you should be aware of the implications of this, in particular the margining requirements, which are set out in paragraph 7 below.

3. Options

3.1. There are many different types of options with different characteristics subject to the following conditions.

3.2. Buying options involves less risk than selling options because, if the price of the underlying asset moves against you, you can allow the option to lapse. The maximum loss is limited to the premium, plus any commission or other transaction charges however, if you buy a call option on a futures contract and you later exercise the option, you will acquire the future. This will expose you to the risks described in paragraphs 2 and 7.

3.3. If you write an option, the risk involved is considerably greater than buying options. You may be liable for margin to maintain your position and a loss may be sustained well in excess of the premium received. By writing an option, you accept a legal obligation to purchase or sell the underlying asset if the option is exercised against you, however far the market price has moved away from the exercise price. If you already own the underlying asset which you have contracted to sell (when the options will be known as 'covered call options') the risk is reduced. If you do not own the underlying asset ('uncovered call options') the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.

3.4. Certain London Stock Exchange member firms under special exchange rules write a particular type of option called a 'traditional option'. These may involve greater risk than other options. Two-way prices are not usually quoted and there is no exchange market on which to close out an open position or to affect an equal and opposite transaction to reverse an open position. It may be difficult to assess its value or for the seller of such an option to manage his exposure to risk.

3.5. Certain options markets operate on a margined basis, under which buyers do not pay the full premium on their option at the time they purchase it. In this situation you may subsequently be called upon to pay margin on the option up to the level of your premium. If you fail to do so as required, your position may be closed or liquidated in the same way as a futures position.

4. Contracts for Differences

4.1. Futures and options contracts can also be referred to as contracts for differences. These can be options and futures on the FTSE 100 index or any other index, as well as currency and interest rate swaps. However, unlike other futures and options, these contracts can only be settled in cash.

4.2. Investing in a contract for differences carries the same risks as investing in a future or an option and you should be aware of these as set out in clauses 2 and 3 respectively.

4.3. Transactions in contracts for differences may also have a contingent liability and you should be aware of the implications of this as set out in clause 7.

5. Off-exchange Transactions in Derivatives

5.1. It may not always be apparent whether or not a particular derivative is arranged on exchange or in an off-exchange derivative transaction. We should make it clear to you if you are entering into an off-exchange derivative transaction.

5.2. While some off-exchange markets are highly liquid, transactions in off-exchange or 'non-transferable' derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk.

5.3. Bid prices and offer prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what a fair price is.

6. Foreign Markets

6.1. Foreign markets may involve different risks from UK markets. In some cases the risks will be greater. On request, we should provide an explanation of the relevant risks and protections (if any) which will operate in any foreign markets, including the extent to which we will accept liability for any default of a foreign firm through whom we deal.

6.2. The potential for profit or loss from transactions on foreign markets or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates.

7. Contingent Liability Investment Transactions

7.1. Contingent liability investment transactions, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately.

7.2. If you trade in futures contracts for differences or sell options, you may sustain a total loss of the margin you deposit with us to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit.

7.3. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

7.4. Save as specifically provided by the FCA, we may only carry out margined or contingent liability transactions with or for you if they are traded on or under the rules of a recognized or designated investment exchange. Contingent liability investment transactions which are not so traded may expose you to substantially greater risks.

8. Limited Liability Transactions

8.1. Before entering into a limited liability transaction, you should obtain from us a formal written statement confirming that the extent of your loss liability on each transaction will be limited to an amount agreed by you before you enter into the transaction.

8.2. The amount you can lose in limited liability transactions will be less than in other margined transactions, which have no predetermined loss limit nevertheless, even though the extent of loss will be subject to the agreed limit, you may sustain the loss in a relatively short time. Your loss may be limited, but the risk of sustaining a total loss to the amount agreed is substantial.

9. Collateral

9.1. If you deposit collateral as security with us, the way in which it will be treated will vary according to the type of transaction, the type of client categorization you fall within, and where it is traded. There could be significant differences in the treatment of your collateral depending on whether you are trading on a recognized or designated investment exchange, with the rules of that exchange (and the associated clearing house) applying, or trading off-exchange, and whether you are a Retail Client or otherwise (please see clause 2.2 of the Client Agreement for further information). Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken.

9.2. Even if your dealings should ultimately prove profitable, you may not get back the same assets which you deposited, and may have to accept payment in cash. You should ascertain from us how your collateral will be dealt with before depositing collateral with us.

10. Commissions

Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as a percentage of contract value), you should obtain a clear and written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms. In the case of futures, when commission is charged as a percentage, it will normally be as a percentage of the total contract value, and not simply as a percentage of your initial payment.

11. Suspensions of Trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

12. Clearing House Protections

On many exchanges, the performance of a transaction by us (or third party with whom we are dealing on your behalf) is 'guaranteed' by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the client, and may not protect you if we or another party defaults on its obligations to you. On request, we should explain any protection provided to you under the clearing guarantee applicable to any on-exchange derivatives in which you are dealing. There is no clearing house for traditional options, nor normally for off-exchange instruments which are not traded under the rules of a recognized or designated investment exchange.

13. Insolvency

Our insolvency or default, or that of any other brokers involved with your transaction, may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payments in cash. On request, we should provide you with an explanation of the extent to which we will accept liability for any insolvency of, or default by, other firms involved with your transactions.

If after reading this document, you do not understand any of the risk warnings set out above, please contact us before continuing or seek advice from an independent financial services advisor.