

# Disclaimer

Version July 2017

## Disclaimer

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Henyp Capital Markets (UK) Limited (“HYCM”, “The Company”, “The firm”, “we” or “us”), is authorised and regulated by the Financial Conduct Authority in the UK. The company appears on the FCA's Register: HYCM's FCA registration number is 186171. Further information may be obtained from the FCA's Register by visiting the FCA's website <http://www.fca.org.uk/register>.

If you register to become a Customer and receive our Services, you will be required to accept our Terms of Business. Such Terms of Business will govern your relationship with us and our liability to you in respect of Services provided hereunder.

Although, we update the website on a regular basis, it does not warrant that the information or materials contained in the website are current or accurate or that any of the products or services featured on the website is available. We may change the materials appearing on this website at any time without notice.

This disclaimer, together with HYCM's Customer Agreement and Terms of Business (collectively this “Agreement”) describes the terms and conditions applicable to the HYCM account or accounts (collectively the “Account”) opened at HYCM in the name of the Client in order for the Client to enter into transactions in spot foreign exchange (“spot forex”) and contracts for difference (“CFDs”) on foreign exchange, bullion, commodities, indices and listed equity securities (collectively “Transactions” and each a “Transaction”) and for the Client's access to the web site, trading platforms, account services and administrative support of HYCM.

All Transactions are subject to the terms and conditions of the Agreement and our Terms of Business and any additional terms you may seek to introduce from time to time will only be binding upon us if they are in writing and signed by a duly authorized HYCM's officer or Director.

You confirm that the terms on which you will enter into spot Forex and CFD Transactions are clear to you and that you understand and accept the terms of this Agreement under which you will enter into Transactions for the Account. Accordingly, please read the Agreement carefully and confirm that you agree to all terms and conditions in order to open the Account.

**IF THERE IS ANYTHING, YOU DO NOT UNDERSTAND OR TO WHICH YOU DO NOT WANT TO AGREE, PLEASE CONTACT OUR CUSTOMER SERVICES TEAM IMMEDIATELY AT [accounts@hycm.com](mailto:accounts@hycm.com).**

## Qualifying Accounts

Certain HYCM accounts and services are offered only to clients meeting qualifications for such accounts established by us from time to time. If we determine in good faith at any time that you do not meet the relevant qualifications, we shall have the right at our absolute discretion at any time without prior notice to you to transfer all of your balances and positions to a new account for which you do meet the qualifications. Your Account will then be subject to the terms of the new account. If it comes to our notice at any time that you are resident in the United States or any other country in which we consider that the provision of the services contemplated in this Agreement is prohibited, we shall have the right (without prejudice to our rights under any other provision of this Agreement) to suspend all activity in the Account and to take the following action:

1. If you have not commenced trading, the balance outstanding in the Account will be refunded to the account from which the funds originated. Credit card refunds may take up to 10 working days to reach that account.
2. If you have already traded during this period we will close out any open positions held by you at the closing prices prevailing on the day of the close out and credit or debit the proceeds to the Account. Then as to the balance outstanding in the Account a) if the Account is in credit and if the balance is equal to or less than the initial sum deposited, the amount will be returned to the bank account or credit card from which the funds originated or b) if the Account is in credit and if the amount is more than the initial amount deposited, the amount deposited will be refunded as mentioned in a) above. The treatment of any remaining balance will be resolved by our Compliance Department.

## Status Disclosure

As a result of certain FCA rules, it is important that we are aware of which of our customers are officers, directors or employees of, or otherwise associated in any way with, any bank, investment business or other regulated financial services entity or are close family members of such persons. It is important that you inform us at the time of opening your Account if you fall within this category, whether the company is regulated in the UK or anywhere else in the world. If you do not inform us and we later determine that you are within this category we shall have the right in our absolute discretion to close out all Transaction(s) and/or the Account in accordance with Clause 9.3.

**WE PROVIDE AN EXECUTION ONLY SERVICE. WE DO NOT PROVIDE ADVICE IN RELATION TO TRANSACTIONS. YOU ENTER INTO ALL TRANSACTIONS AT YOUR OWN RISK.**

Your particular attention is drawn to the risk warning notice, which is schedule 1 in the customer agreement. The risk warning notice describes the major risks of spot forex and CFD trading. It cannot and does not disclose all of the risks of trading in spot forex and CFDs.

## Your Information

HYCM has requested information concerning your investment trading history and experience in order to assess the appropriateness of spot forex and CFD trading for you. If you do not provide such information, HYCM will not be able to assess the appropriateness of spot forex and/or CFD trading for you. You warrant that all information and documentation provided by you to us is true, accurate and complete in all material respects and where you provide copies of documents to us, you warrant that they are true copies of the originals.

**BREACH OF THIS WARRANTY IS AN EVENT OF DEFAULT, WHICH GIVES HYCM THE RIGHT TO CLOSE OUT ALL OPEN TRANSACTIONS AND TO CLOSE THE ACCOUNT IN ACCORDANCE WITH CLAUSE 9.3, AND RECOVER ANY LOSSES AND COSTS. YOU ARE CATEGORISED AS A RETAIL CLIENT AS THAT TERM IS DEFINED IN THE RULES OF THE FCA.**