

Disclaimer

Please sign and send via email to support@vertifx.com

- 1. Risk Investment -** Trading foreign exchange, Indexes and CFDs on margin carries a risk and may not be suitable for all investors. Before deciding to trade you should consider your investment objectives, level of experience and risk appetite. Customers should be aware that Forex Markets are highly risky and volatile markets, and there exists the possibility that all funds may be lost due to the nature of the market. The possibility exists that you could sustain a loss of some or all of your investment and therefore you should only invest money that you cannot afford to lose, your risk capital. You should be aware of all the risks associated with trading and seek advice from an independent financial advisor(s) if you have any doubts or problems understanding.
- 2. Internet Trading Risks -** You hereby acknowledge the risks associated with utilizing an Internet-based execution trading system, including but not limited to, the failure of hardware, software and Internet connection. Since VERTIFX does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, cannot be responsible for communication failures, distortions or delays when trading via the Internet. VERTIFX employs back-up systems and contingency plans to minimize the possibility of system failure.
- 3. Trading Account Policy -** It is understood that VERTIFX Trading Account holders and/or their duly appointed representative are strictly forbidden to abuse any or all benefits given to them for trading purposes only in any manner. In case of any dispute, VERTIFX reserves the right for the final decision. VERTIFX can cancel all trading account benefits at any time and take actions necessary, such as canceling client transactions, adjusting client account balances, refuse deposits, refuse any trading activities etc. for preserving companies integrity and safety.
- 4. Customer Identification Program (CIP) and Anti-Money Laundering (AML) Policies and Procedures:** It is the customer's responsibility to submit by scanned email/fax one valid form of government issued ID or Passport, along with Bank Statement and/or Utility Bill proving residence, within three business days of their real trading account being activated. According to regulations implemented in 2003 by the USA Patriot Act, all financial institutions must verify the identity of individuals wishing to conduct financial transactions through a custom Customer Identification Program (CIP) appropriate to the size and type of its business
- 5. VERTIFX is a No Dealing Desk (NDD) and Straight Through Processing (STP).** Our platform, MetaTrader4 (MT4), is a software solution and we do not provide the liquidity with which you can trade in the Forex market. All deals are executed through the clearing company and are performed completely electronically. VERTIFX has no interest, influence or control over the success or failure of the deals completed by customers. Each customer is solely responsible for his/her own positions within the Forex/CFD markets. There may be a slight delay of seconds between the entry order and market price due to internet connection/traffic. In times of extensive activity, including holidays, financial news or if any factors involved with liquidity or market volatility, a trader may experience a lag for the execution times. Customers may upgrade to a higher internet speed connection. Additionally, during these times, the clearing department may automatically lower leverage as protection for the trader/clearing department.
- 6. Scalping fees are determined by the Clearing Department.** Fees are determined by 1) how often you trade (day trading), 2) how long you hold the position, and 3) what the trader's target profit is. The scalping fee is \$10 per lot/trade, based on a standard lot of 100K units. For a mini lot of 10K units, the scalping fee is \$1 per lot/trade, working on a relative scale. Customers should be familiar with the scalping terms and conditions found on VERTIFX website.

During Promotion Period

7. VIP Accounts are for customers that deposit \$20K in their real trading accounts and customers that reach a balance of \$20K plus during their trading activity.* A trading bonus of 15% is automatically credited. Diamond Accounts start at 50K level or more, just like VIP Accounts customers can reach their account level during their trading activity, one their balance reaches the Diamond level their trading bonus will be adjusted accordingly.

(Optional) During Promotion Periods Only

8. Any bonus credited to a customer's real trading account is for trading purposes only. Trading bonus is just like having a good relative lending you money to invest with some terms and conditions. Customer can use trading bonus just like their own money to trade real account and keep the profits. In case if customer decides to withdraw the entire balance or close the account for any reason before maturity* of "trading bonus" - the "trading bonus" amount will be deducted from their account at the time of withdrawal. If the Customer depletes the entire account because of trading loss, the trading bonus is forgiven.

* **Maturity** - trading bonus "maturity" is determent based on amount of trades per calendar year for each "live" account that Customer holds. **In order to keep the trading bonus and never pay back** - the "**Silver**" Customer should make trades equivalent of 10 standard lots per month for 12 months, "**Gold**" Customer should make trades equivalent of 20 standard lots per month for 12 months, "**VIP**" Customer should make 50 standard lot trades per month for 12 consecutive months (600 standard lots per year) and "**Diamond**" Customer should make 60 standard lot trades per month for 12 months (720 standard lots per year).

9. Prior to commencing trading, all customers are required to submit by email whether or not they will be scalping and/or using an Expert Adviser (EA). Customer will be placed into the EA/Scalping Group, and pay \$10 per lot/trade. As an EA is an outside product, responsibility for making the EA work with the MT4 platform lies with the customer. Customers' responsibility is to contact the manufacturer should any problems arise and/or do their own research. Any profits/losses associated with the use of an EA are customers' sole responsibility.

10. Deposits and Withdrawals may take up to 72 hours to clear and be credited to customers' real trading account. Customers wishing to withdraw must send an email request. In rare and extreme situations, mainly on holydays, the deposit/withdrawal time may take up to 5 business days. For bank wires, an email confirmation is required. VERTIFX will cover any surcharges associated with deposits, while customers will cover any surcharges associated with withdrawals. The method of deposit will be the method of withdrawal. VERTIFX accepts payment by Bank Wire.

11. For every communication with VERTIFX, customers must submit their real trading account number. Customers that do not provide their account number must bear in mind that there will be a delay.

12. Trading Account Abuse - Account holders are strictly forbidden to abuse benefits given in any manner, all the benefits, bonuses or credits to account is for trading purposes only. Unauthorized and/or unrecognized or unreadable EA codes will result in voiding the transactions and cancellation and/or closing of the account.

13. Use of Illegal Strategy: Any use of the any unauthorized or illegal strategies such as the Martingale Strategy (strategy based on probability theory) is strictly prohibited. Any trader caught using this strategy will have their accounts immediately closed, and their initial deposit returned. All trades conducted using this strategy will be deemed null and void.

14. MT4 Terminal Multiple Log-Ins: By January 1, 2010, the Clearing Department will no longer support more than one MT4 Client Terminal Log-in under the same account. This high security feature is added to ensure customers do not open the same account simultaneously on multiple computers as it may affect their orders (making the orders multiply or have one trade working against the other), avoiding unauthorized trades. This feature is also added to address issues of order execution delay, as this type trading slows execution times significantly. *VIP accounts funds are fully committed for twelve months of active trading.*

Important Disclosure:

Please be advised that FSS performance figures are based on systems that are traded through VERTIFX.COM, LLC, which is not subject to NFA's rule regarding FIFO execution. If you are trading through an VERTIFX.COM, LLC account, your results may vary from the performance displayed above.

Third-Party Information:

System performance results provided within this page are provided to VERTIFX from Tradency. Results are subject to change at any time without notice, and are provided for the sole purpose of assisting traders to make independent investment decisions. VERTIFX and Tradency have taken reasonable measures to ensure the accuracy of the information on the Web site. However, VERTIFX and Tradency do not guarantee its accuracy, and will not accept liability for any loss or damage which may arise directly or indirectly from the content or your inability to access the Web site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this Web site.

Hypothetical Trading Disclaimer:

HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS, SOME OF WHICH ARE DESCRIBED BELOW. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN. IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM.

ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS.

Full Name

Signature

Date