

# TERMS AND CONDITIONS

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### Disclaimer:

JP Markets SA (Pty) Ltd with company registration number: 2016/123297/07 is an authorised financial services provider and over-the-counter derivatives provider (ODP) licensed and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa, with FSP No. 46855. JP Markets (Pty) Ltd is authorised to issue the derivatives traded by you the client and therefore is the counterparty and principal to the contract for difference purchased by you (the Client).

By registering an account and using the services you agree to be bound by this client agreement which is entered into and binding between you (the Client) and JP Markets (Pty) Ltd.

This Agreement and all and us are governed by the Laws of South Africa.



No information received by you (the Client) from JP Markets (Pty) Ltd should be construed as financial advice. Before using any services, you should read this client agreement carefully, then consider your objectives, financial situation, and needs and take all reasonable steps to fully understand the possible outcomes of trades and strategies that can be employed.

We recommend you always seek independent financial advice from an independent professional to ensure that a particular product or service is suited to your financial situation and requirements.

Trading on margin involves a high level of risk, including full loss of your trading funds. Before proceeding to trade, you must understand all risks involved and acknowledge your trading limits, bearing in mind the level of awareness in the financial markets, trading experience, economic capabilities, and other aspects.

#### Definitions:

1. Access Codes: Your login and password provided by us for accessing our Online Systems or Websites.
2. Access Data: Includes your Access Codes, Phone Password, Account number, and any information necessary for conducting business with us.
3. Account: A personalized account opened on our records to facilitate your business transactions.
4. Affiliate: Any entity directly or indirectly controlled by or under common control with the Company.
5. Agreement: This Client Agreement along with any appended documents, such as "Costs and Fees" and "Contract Specifications," subject to amendments.
6. Applicable Laws and Regulations: The relevant laws, rules, and regulations in force in the Republic of South Africa.
7. Application Form: The form you complete to apply for our Services, providing necessary information for identification and due diligence.
8. Ask Price: The price at which the forex broker is willing to sell a particular currency pair to the client.
9. Authorized Representative: A person with legal capacity to act on behalf of the Client.
10. Base Currency: The first currency in a currency pair, against which the value of the second currency is measured.
11. Bid Price: The price at which the forex broker is willing to buy a particular currency pair from the client.
12. Brokerage Fee: The fee charged by the forex broker for executing trades on behalf of the client.
13. Business Day: Any day except Saturdays, Sundays, 1st of January, and other announced South African or international holidays.

14. **Candlestick Chart:** A graphical representation of price movements in the form of candlestick patterns, commonly used in technical analysis.
15. **Client Money Rules:** Rules governing Client money as specified by applicable regulations.
16. **Commission Fee:** A fixed fee agreed upon in writing between the Company and the Client.
17. **Contract for Difference (CFD):** A derivative instrument that allows clients to speculate on the price movements of underlying assets without owning the assets themselves.
18. **Equity:** The current value of the client's account, including open positions, profits, and losses.
19. **Event of Default:** Events specified in paragraph 11 of the Agreement.
20. **Financial Instrument(s):** Instruments provided by the Company and allowed under relevant rules and regulations.
21. **Illegal Trading Strategy:** An illegal trading strategy refers to any approach or method employed in financial markets that violates laws, regulations, or ethical standards. It involves engaging in fraudulent, manipulative, or deceptive practices with the intent to gain an unfair advantage or deceive market participants. Illegal trading strategies are strictly prohibited and can result in legal consequences for those involved.
22. **Leverage:** The ratio of the client's trading capital to the amount of funds borrowed from the forex broker to open larger positions.
23. **Lot:** A standardized trading unit in forex trading, representing a specific amount of the base currency.
24. **Margin:** The amount of funds required by the forex broker as collateral to open and maintain positions.
25. **Market Order:** An order to buy or sell a currency pair at the prevailing market price.
26. **Non-Market Price:** A non-market price refers to a price that deviates significantly from the prevailing market conditions or the fair value of an asset. It may occur due to abnormal market conditions, technical glitches, erroneous data, or illiquid markets. Non-market prices are typically considered outliers and are not representative of the true value or market sentiment. Traders and investors should exercise caution when encountering non-market prices and seek to verify the accuracy of the pricing information before making trading decisions.
27. **Over-The-Counter Derivative Provider (ODP):** The issuer, counterparty and principle to the contracts for differences traded by you (the Client)
28. **Operating Times:** The Company's Online System operates continuously from Sunday 23:59:59 GMT+2 until Friday 23:59:59 GMT on any Business Day.
29. **Parties:** Refers to the Client and the Company as parties to the Agreement.
30. **Phone Password:** The password provided by the Client to the Company.

31. Pip: The smallest unit of measurement for price movements in forex trading, typically the fourth decimal place in most currency pairs.
32. Professional Client: A client with sufficient financial services experience and proven legal assets, subject to the Company's internal policy.
33. Quote: Information about the current price for a specific service.
34. Retail Client: A client with limited financial services experience and legal assets, receiving enhanced protection and risk notifications from the Company.
35. Risk Disclosure Statement: A document provided by the forex broker to the client, outlining the risks involved in forex trading and the client's responsibilities.
36. Rules: Laws, articles, regulations, directives, procedures, and customs applicable in South Africa.
37. Scalping: Means a form of trading strategy through which the Client performs and/or tries to perform numerous transactions on small price changes (5 pips average or less within 24 hours trading period) or in very short timeframes (closing a trading position within 15 minutes of opening). As well as holding opposite "hedged" positions for an indefinite amount of time and then closing, or partially closing the positions within a short period of time from each other.
38. Services: The Services provided by the Company as specified in the Agreement.
35. Spread: The difference between the bid and ask prices for a currency pair, representing the forex broker's profit.
36. Stop Loss Order: An order placed by the client to automatically close a trade at a predetermined price level to limit potential losses.
37. Take Profit Order: An order placed by the client to automatically close a trade at a predetermined price level to secure profits.
38. Technical Analysis: A method of analysing price patterns, indicators, and other market data to predict future price movements.
39. Technical Error: A technical error in trading refers to an unintended malfunction, glitch, or failure that occurs within a trading system or platform. It is typically caused by technical issues such as software bugs, hardware failures, connectivity problems, or data inaccuracies. Technical errors can lead to unintended trading outcomes, erroneous price quotes, trade execution delays, or other irregularities. Trading platforms and market participants strive to identify and rectify technical errors promptly to maintain fair and orderly markets. **For the avoidance of any doubt JP Markets (Pty) Ltd (Pty) Ltd, shall not be liable for any damages or losses incurred as a result of any Technical Error or Technical Failure.**
40. Trading Platform: The software or online platform provided by the forex broker for clients to access the forex market, execute trades, and monitor their accounts.
41. Volatility: A measure of the price fluctuation of a currency pair or the forex market as a whole, indicating the potential for price movements.



42. We (our, us): JP Markets (Pty) Ltd, a company based in South Africa, acting as the counterparty and principle to the contract for difference purchased by the client.
43. Withdrawal: The process of transferring funds from the client's forex trading account to their designated bank account or payment method.
44. Written Notice: Communication methods considered as Written Notice between the Company and the Client.
45. You: Refers to the Client.
46. Your Information: Any information related to the Client, Account, or use of Services received from the Client or obtained by the Company.

Note: Singular and plural forms of words are interchangeable, as are masculine and feminine forms. References to acts, regulations, or laws include amendments, modifications, replacements, and re-enactments.

#### Parties:

This Agreement is between the Company and the Client, who can be a legal entity or an individual. The Client becomes a party to the Agreement after completing the Application Form and being accepted by the Company.

If the Client consists of multiple individuals, their liabilities, and obligations under the Agreement with us are joint and several. Any communication or notice given to one person representing the Client is considered as given to all individuals forming the Client. Similarly, any instruction provided by one person representing the Client is deemed as given by all individuals forming the Client.

In the event of the death or mental incapacity of one of the individuals forming the Client, any funds held by the Company, or its Nominee will be allocated for the benefit of and at the order of the surviving individual(s), and any obligations and liabilities owed to the Company will be the responsibility of the surviving individual(s).

#### Commencement:

Upon submission of the Application Form and all necessary identification documentation as required by the Company, the Client will receive a notice from the Company indicating whether they have been accepted as a Client.

The Agreement becomes effective when the Client receives this acceptance notice, confirming their status as a client and the opening of an Account. If the Agreement is finalized through a face-to-face meeting with the Company, it takes effect on the date of signature.

By placing subsequent orders, you acknowledge your ongoing commitment to the Agreement, which supersedes any previous agreements or terms of business between us.

It is important to note that the Company will only accept individuals as clients once all required documentation has been received, duly completed, and all internal checks, including anti money laundering and appropriateness or suitability tests, have been successfully carried out. Additionally, the Company reserves the right to impose additional due diligence requirements for accepting Clients as deemed necessary.



#### Term:

This Agreement will remain in effect indefinitely until terminated as specified in its provisions.

Subject to the Company's right to terminate the Agreement immediately without prior notice, either Party may terminate this Agreement by providing a minimum of 20 Business Days' written notice to the other Party.

We have the right to terminate this Agreement immediately and without prior notice in the event of any occurrence of an Event of Default or Market Abuse.

Termination by any Party will not affect obligations that have already been incurred or any legal rights or obligations that have arisen under the Agreement, including any Transactions conducted under it.

#### Communication:

All notices, instructions, authorizations, requests, termination letters, and complaints from you to us under the Agreement must be in written English. They should be sent to us at the address provided below (or any other address we may specify from time to time) via email, facsimile, first class post (if posted in South Africa), airmail, or commercial courier service.

Email: [support@jpmarkets.co.za](mailto:support@jpmarkets.co.za)

No.1 Bridgeways  
Bridgeways Precinct  
Century City  
Cape Town  
7441

You can reach us between 09:00 and 17:00 (GMT+2) on Business Days.

Faxed documents received by the Company may be scanned electronically, and the scanned version will serve as evidence.

The Company may monitor and/or record electronic communications between the Parties (including telephone calls, emails, SMS, and instant messages) for verification purposes, quality assurance, training, and compliance with the Agreement, internal policies, procedures, and Applicable Regulations. Instructions or requests given over the telephone are binding as if received in writing. The Company owns and retains sole rights to any recordings, which will be considered conclusive evidence of the recorded instructions/requests or conversations. The Client agrees that the Company may provide copies of such transcripts to courts, regulatory bodies, or government authorities.

To communicate with the Client, the Company may utilize methods such as email, the Online System's internal mail, facsimile transmission, telephone, post, commercial courier service, airmail, or the Company's website.

Notices sent to you will be emailed to the address registered on your Account or posted to the last address you provided as your residential address. It is your responsibility to ensure that your contact information is accurate and up to date.



Notices are considered delivered: if sent via facsimile, upon the sender's receipt of a transmission report confirming receipt by the recipient's facsimile machine, or if delivered by commercial courier service, upon the date of signing upon receipt. Notices take effect only when received by the recipient, provided they do not violate or contradict any terms of the Agreement. Notices sent by post within South Africa are deemed received four Business Days after dispatch, and notices sent by airmail are deemed received seven Business Days after dispatch.

Written Notices to the Company must be received during the Company's working hours. Notices received outside normal working hours are treated as received on the following Business Day.

The Client acknowledges that the Company may, for administrative purposes, directly contact the Client from time to time.

The Client acknowledges that the Company, its Affiliates, or other companies within the same group as the Company may contact the Client via telephone, fax, email, or post for marketing purposes, to highlight products or services of potential interest or to conduct market research. For natural person Clients, such marketing communications will be made only with the Client's consent.

#### Complaints:

We have established comprehensive internal procedures to ensure that all Client complaints are handled fairly, promptly, and with utmost attention. Our commitment to providing exceptional customer service extends to addressing any concerns or issues raised by our valued Clients. In order to facilitate a seamless complaint resolution process, we kindly request that the Client follows the outlined procedure.

If the Client wishes to report a complaint, we encourage them to send an email to our dedicated complaint handling department. This allows us to efficiently track, document, and prioritize each complaint we receive. We understand the importance of timely response and aim to acknowledge the complaint as soon as possible, typically within one business day.

Upon receipt of a complaint, our highly trained and experienced team will conduct a thorough investigation into the matter. We take the Client's concerns seriously and strive to gather all relevant information and evidence to gain a comprehensive understanding of the issue at hand. Our commitment to transparency means that we will keep the Client informed of the progress made during the investigation.

Throughout the process, we make every effort to resolve the complaint without undue delay. Our objective is to provide a satisfactory resolution that meets the Client's expectations while adhering to applicable regulations and market practices. We believe in open communication and may reach out to the Client for additional information or clarification during the investigation to ensure a fair and accurate assessment of the complaint.

If a situation arises which is not explicitly addressed in the terms of the Agreement, we are committed to resolving the matter in good faith and fairness. Our aim is to find a mutually agreeable solution by considering industry standards and practices. We value our relationship with the Client and seek to maintain a positive and collaborative partnership.

It is important to note that the existence and utilization of our internal complaint procedures do not diminish the Client's right to take legal action. We fully respect and acknowledge the Client's



entitlement to pursue legal remedies, should they feel it necessary. Our complaint handling process is designed to provide an alternative avenue for resolution, but we recognize that some situations may warrant legal intervention.

At all times, we prioritize the privacy and confidentiality of our clients. Any information provided in the context of a complaint will be handled in accordance with applicable data protection laws and our internal privacy policies. We maintain strict confidentiality and ensure that only authorized personnel involved in the complaint resolution process have access to the relevant information.

Continuous improvement is a fundamental aspect of our approach to complaint handling. We regularly review our procedures and policies to identify areas for enhancement and ensure that our clients receive the highest level of service. We appreciate feedback from our clients, including suggestions on how we can further enhance our complaint handling process.

In summary, our commitment to resolving Client complaints is rooted in our dedication to delivering exceptional customer service. We encourage the Client to communicate any concerns they may have through the designated email address, allowing us to promptly initiate our complaint handling process. We pledge to conduct a fair and thorough investigation, provide regular updates, and strive for a satisfactory resolution. Our complaint handling procedures are designed to complement the Client's rights, and we continuously seek ways to improve our services based on valuable feedback.

#### Jurisdiction:

If a settlement cannot be reached through the complaint's procedure outlined earlier, any disputes or controversies arising from or relating to the Agreement will be ultimately resolved in a court located in South Africa. The Agreement and all its provisions are governed by the laws of South Africa.

All transactions conducted on behalf of the Client are subject to the relevant Applicable Laws and Regulations. The Company has the right to take any necessary actions or refrain from taking actions that it deems appropriate to comply with the Applicable Laws and Regulations in effect at the time. These measures will be binding on the Client.

All rights and remedies granted to the Company under the Agreement are cumulative and do not exclude any rights or remedies provided by law.

#### Client Classification:

The Company categorizes its clients as Retail Clients and/or Professional Clients. The categorization depends on the information provided by the Client in the Application Form and is based on the internal document "Categorization Policy," which can be provided upon request. By accepting the Agreement, the Client agrees to the application of this categorization method. The Company will inform the Client of their categorization according to Applicable Regulations. The Client has the right to request a different categorization.

The Client understands that when being categorized and dealt with, the Company relies on the accuracy, completeness, and correctness of the information provided in the Application Form. The Client has the responsibility to promptly notify the Company in writing of any changes to this information.

The Company has the right to review the Client's Categorization in accordance with Applicable Regulations and provide advance notice of any changes. The Client will be deemed to accept the





change unless they inform the Company, before the effective date, of their decision to terminate the Agreement and not accept the change.

A retail Client is any Client who does not meet the requirements of a Professional Client.

A Professional Client is considered to meet at least two of the following requirements:

- Having assets available for trading from legitimate sources exceeding \$10,000.00 USD.
- Having at least three years of proven experience in financial services/trading.
- Holding higher education (master's degree or similar) in the financial sector.
- Providing previous confirmed broker statements of executed trades with another financial entity, totalling no less than \$10,000.00 USD per relationship.

### Confidentiality:

The Company collects client information from various sources and treats it as confidential. The information is used for the provision of services, administration, anti-money laundering checks, research, statistics, and marketing.

Client information may be disclosed in certain circumstances, including legal requirements, regulatory requests, fraud prevention, and service-related purposes.

The Company may share information with credit reference agencies, fraud prevention agencies, banks, and other service providers. Personal data is handled in accordance with data privacy laws. Clients consent to the transmittal of personal data outside their country of residence. The obligations of confidentiality do not apply to publicly available information or information already in lawful possession.

The Company can disclose Client information, including confidential recordings, documents, and card details, in the following situations:

- (a) When required by law or a court order.
- (b) When requested by regulatory authorities with control or jurisdiction over the Company or the Client, or in territories where the Company has Clients.
- (c) To relevant authorities investigating or preventing fraud, money laundering, or illegal activities.
- (d) To the extent necessary for executing orders and providing Services.
- (e) To credit reference agencies, fraud prevention entities, financial institutions, and authentication service providers for purposes like credit checks, fraud prevention, anti-money laundering, and due diligence checks. They may cross-check Client details against accessible databases and retain search records.
- (f) To the Company's professional advisors who commit to maintaining confidentiality.
- (g) To other service providers assisting in data collection, storage, processing, communication, and improving Service provision.



(h) To other service providers for statistical purposes in an aggregate form, enhancing the Company's marketing.

(i) To market research call centers conducting surveys to enhance Company services, providing only contact details.

(j) When necessary for the Company to defend or exercise legal rights in courts, tribunals, arbitrators, ombudsmen, or government authorities.

(k) With the Client's consent or at the Client's request.

(l) To an Affiliate of the Company or other companies in the same group.

(m) To successors, assignees, transferees, or buyers, with prior written notice to the Client at least ten business days in advance.

If the Client is an individual, the Company will handle their personal information provided for the Services in accordance with Data Privacy laws.

The Company is obligated to provide the Client with a copy of their personal data upon request, subject to an administrative fee.

By agreeing to this Agreement, the Client consents to the transmission of their personal data outside their country of residence or nationality where legally permitted.

The obligations to maintain confidentiality and refrain from disclosing information do not apply to information that is already in the public domain, not due to the Parties' actions, or in the legal possession of either Party without an obligation of confidentiality at the time of receipt.

#### Regulation:

We have the authority to take any necessary actions to ensure compliance with market rules, practices, and applicable laws and regulations while providing Services to you. This includes the disclosure of information related to you and your transactions to regulatory bodies as required by law or when deemed necessary.

In accordance with applicable regulations, we will retain client records for a minimum of five years after the termination of the Agreement.

You agree to provide us with requested information to comply with applicable regulations and facilitate the provision of Services. It is your responsibility to ensure the accuracy of the provided information and promptly inform us in writing of any changes.

#### Default:

The following situations are considered "Events of Default":

(a) Failure of the Client to fulfil any obligation owed to the Company.

(b) Application for bankruptcy or similar proceedings involving the Client (for individuals), partners (for partnerships), or appointment of a receiver, trustee, or similar officer (for companies). It also includes arrangements or compositions with creditors or similar procedures.

(c) Inability of the Client to pay debts when due.



(d) Misrepresentation or breach of any representation or warranty made by the Client in the Application Form or Client Agreement.

(e) Death, declaration of absence, or mental incapacity of the Client (for individuals).

(f) Other circumstances where the Company deems it necessary or desirable to take action.

(g) Requirement of action by a regulatory authority, body, or court as specified in paragraph 9.

(h) Reasonable belief that the Client is involved in fraud, illegality, breach of applicable regulations, or poses a risk to the Company's involvement in such activities.

(i) Reasonable belief that the Client has materially violated the requirements of South African legislation or jurisdiction governing the Client's activities, as determined in good faith by the Company.

(j) Suspicion of the Client's involvement in money laundering, terrorist financing, card fraud, or other criminal activities.

In the event of an Event of Default, the Company has the absolute discretion to terminate this Agreement immediately, without prior written notice to the Client.

#### [Prohibited Trading Strategies / Market Abuse:](#)

Prohibited trading strategies or market abuse include behaviours such as scalping, high-speed trading, simultaneous buying and selling of the same instrument on different accounts, arbitrage trading, insider dealing, market manipulation, and market distortion that violate applicable regulations.

The Client must familiarize themselves with and comply with any applicable regulations regarding short selling of securities if they intend to execute a short sale contract for difference transaction with a security as a reference asset. The Client is responsible for ensuring that their use of Electronic Systems does not result in a breach of applicable regulations or the terms of this Agreement regarding short sale orders or transactions.

The following strategies are explicitly prohibited:

- Scalping: Means a form of trading strategy through which the Client performs and/or tries to perform numerous transactions on small price changes (5 pips average or less within 24 hours trading period) or in very short timeframes (closing a trading position within 15 minutes of opening). As well as holding opposite "hedged" positions for an indefinite amount of time and then closing, or partially closing the positions within a short period of time from each other.
- Hedging: This involves taking trades on the same symbol/instrument in opposite directions. This can be in the same or two different accounts.
- Bonus arbitrage: This involves trading strategies employed to gain an unfair advantage using the bonus credit within the account. This may include scalping and hedging utilizing the bonus credit to maintain larger positions. This also involves the trading on instruments in opposite directions by two or more clients to mitigate the risk they have collectively.



- Use of Expert Advisors (EA/Robots): The use of EA's is subject to the discretion of the company.
- Insider Trading: Utilizing non-public information about the underlying assets of CFDs to make trading decisions. This could involve gaining access to confidential information that may impact the value of the assets.
- Price Manipulation: Attempting to artificially influence the prices of CFDs by spreading false information, engaging in wash trading (simultaneously buying and selling to create misleading activity), or using other deceptive tactics to induce desired price movements.
- Executing orders with no intention to profit from the execution of such orders.
- Any strategy used in bad faith by the Client
- Any trading activity that involves a degree of fraud and/or dishonesty.

If the Company reasonably suspects the Client of engaging in market abuse, such as scalping, it will be considered a breach of the Agreement and/or an Event of Default. In such cases, the Company reserves the right to take the following actions related to the scalping activity:

- Immediate termination of the Client's account and access to the servers.
- Voiding any trade associated with the scalping activity.
- Closing any trade associated with the scalping activity based on the current market price.
- Making immediate changes to the Client's account, including liquidity provided by the principal and quoted spread.

#### Force Majeure:

We shall not be liable for any loss or damage resulting from the failure, interruption, or delay in fulfilling our obligations under this Agreement due to the following circumstances:

- (a) Government actions, war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or another international calamity or political crisis.
- (b) Natural disasters such as earthquakes, hurricanes, typhoons, floods, fires, epidemics, pandemics, or other similar events.
- (c) Labour disputes unrelated to our workforce.
- (d) Suspension of trading on a Market, regulatory bans, decisions of state authorities, or self-regulating organizations.
- (e) Financial services moratorium declared by regulatory authorities or acts and regulations of regulatory, governmental, or supranational bodies.



(f) Breakdown, failure, or malfunction of electronic equipment, networks, and communication lines, hacker attacks, or other illegal actions against our server and Online System (unless caused by our bad faith or wilful default).

(g) Events or circumstances beyond our reasonable control, where we are unable to reasonably take actions to cure the default.

(h) Decisions by legislative and/or other bodies of South Africa and other countries that make it impossible to fulfil obligations under the Agreement.

(i) Discontinuance or suspension of operation of any Market.

(j) Failure of communication with Market makers, malfunctioning or non-operation of computer transaction systems, communication line faults or stoppages, internet connectivity problems, or unavailability of access to the Online System.

In the event of Force Majeure, the affected Party must notify the other Party within 3 Business Days.

If the Company determines, in its reasonable opinion, that a Force Majeure Event exists, we may take the following steps without prior notice, as applicable and necessary:

(a) Suspend or modify the application of any or all terms of the Agreement to the extent that compliance becomes impossible or impractical.

(b) Take or omit any other actions deemed reasonably appropriate in the circumstances concerning the Company, the Client, and other clients.

(c) Temporarily shut down the Online System(s) in case of malfunction for maintenance or to prevent damage.

#### Website:

The Client is granted a limited, non-transferable, non-exclusive, and revocable license to use the Company's Online System(s), including the Website and any associated downloadable software, provided that the Client fulfils their obligations under the Agreement. The Company reserves the right to use different Online Systems and may shut down or upgrade them for maintenance purposes. In such cases, the Online System(s) will be inaccessible, with weekend shutdowns being the preferred option, unless circumstances require immediate action.

The Client is responsible for obtaining and maintaining the necessary equipment to access and use the Online System(s), including a compatible personal computer, mobile phone, or tablet, along with internet and telephone connectivity. The Client acknowledges that internet access is crucial and agrees to bear any associated fees.

The Client warrants that they have implemented adequate security measures to protect their computer or mobile device from viruses and other harmful materials that could potentially damage the Website or Online System(s). The Client also agrees to prevent the transmission of viruses or inappropriate content from their devices to the Online System(s) and indemnifies the Company against any such actions.

The Company will not be held liable if the Client's computer system or mobile device fails, becomes damaged, destroyed, or if their records and data are formatted. Additionally, any delays or data



integrity issues resulting from the Client's hardware configuration or mismanagement are not the Company's responsibility.

The Client acknowledges that events affecting internet access, such as interruptions or transmission blackouts, may occur and impact their ability to access the Company's website and/or Online System(s). The Company is not liable for any damages or losses arising from such events beyond its control, including any resulting financial losses, costs, liabilities, or expenses.

It is important to note that the Company is not an Internet Service Provider and therefore cannot be held responsible for any failures to fulfil its obligations under the Agreement due to internet connection failures, public electricity network failures, or hacker attacks.

#### Data Access and Safety:

You are obligated to maintain the confidentiality of your Access Data and not disclose it to unauthorized individuals. It is important to refrain from writing down your Access Codes, and if you receive written notification of them, you must immediately destroy it.

In the event that you suspect or become aware of any unauthorized disclosure of your Access Data, you must promptly notify us. We will take necessary actions to prevent further use of the compromised Access Data and provide you with replacement Access Data. Until you receive the replacement, you will be unable to place any Orders.

You are required to cooperate with any investigation conducted by us regarding the misuse or suspected misuse of your Access Data.

Please note that we are not responsible if unauthorized third parties gain access to your information during its transmission via electronic means, the internet, post, telephone, or any other communication method.

In certain circumstances, if we receive reliable information that your Access Data or Client Account number may have been received by unauthorized parties, we may deactivate your Account at our discretion, without any obligation to you.

#### Indemnity:

The Client agrees to indemnify the Company against any loss, liability, cost, claim, action, demand, or expense incurred in connection with the proper performance of the Client's obligations under the Agreement, except where such loss or liability arises from the Company's gross negligence, fraud, or wilful default, or that of its employees.

The Company shall not be held liable for any loss suffered by the Client unless such loss directly results from the Company's gross negligence, wilful default, or fraud in providing the Services under the Agreement.

Subject to the terms of the Agreement and applicable laws, the Client acknowledges that the maximum aggregate liability of the Company to the Client, whether in contract, tort (including negligence), or otherwise, shall not exceed the higher of the amount that would be recoverable under the Company's professional indemnity insurance or the amount recoverable through other means.



The Company shall not be liable to the Client or any other person for any consequential, circumstantial, special, or indirect damages incurred by the Client in connection with the Agreement, including but not limited to loss of profit, loss of opportunity, and other commercial losses.

The Company will not be held liable for any loss, damage, expense, or loss incurred by the Client arising from various circumstances, including errors, failures, interruptions, or disconnections in the operation of the Online System(s), technical problems, system failures or malfunctions, communication line failures, unauthorized access, and acts or omissions of third parties. The Company will also not be responsible for any unauthorized use of the Client's access data, unauthorized access to information during transmission, or any issues arising from the use of internet or other network communication facilities, post, telephone, or electronic means.

#### Amendment of Terms and Conditions:

The Company reserves the right to amend the Terms and Conditions of this Agreement at any time, with or without prior notice to the Client.

Any amendments to the Terms and Conditions will become effective seven (7) Business Days after the publication of the amendments on the Company's website or any other official communication channel used by the Company.

The Client is responsible for regularly reviewing the Terms and Conditions for any updates or amendments. Continued use of the Company's services after the effective date of the amendments shall constitute acceptance of the modified Terms and Conditions by the Client.

#### Miscellaneous:

JP Markets (Pty) Ltd is a company based in South Africa, and this Client Agreement, along with the Terms and Conditions and any additional Appendices, constitutes the Agreement between the Company and the Client.

It outlines the terms of the Services provided and the respective rights and obligations of both parties.

If the Client is a consumer and the Agreement is not concluded in person, the necessary documents will be provided upon request via email or other written correspondence.

While a physical signature is not required, the Client has the option to print and sign two copies of the Agreement for record-keeping purposes. The Company will retain one signed copy and return the other to the Client.

The Company may also offer additional services to institutional clients under separate agreements.

In certain cases, the Company may need to gather information about the Client's knowledge and experience in the investment field to determine the suitability of the Service or product. If the Client chooses not to provide such information or provides insufficient information, the Company will be unable to assess suitability. The Company assumes that any information provided by the Client is accurate and will not be responsible if such information is incomplete, misleading, or changes, unless the Client informs the Company of any changes.



The Company does not provide investment advice or offer advice on the merits of specific transactions. The Client is solely responsible for making decisions based on their own judgment. The Company is also not obligated to provide legal, tax, or other advice related to its services, and the Client is encouraged to seek independent advice at their own cost.

The provision of Services by the Company is subject to payment of fees, such as commissions and brokerage fees.

The Company may modify its costs and fees and will provide at least fifteen business days' notice of any changes, unless the change is related to interest rates, tax treatment, or deemed impractical to provide prior notice.

The Client confirms that they have carefully read and understood the entire text of this Client Agreement, including the Fees and Costs and Contract Specifications. The Client acknowledges their understanding of the various company policies and procedures, including the Privacy Policy, Risk Disclosure, Complaints Procedure, and AML Policy, and consents to the provisions of this Agreement and related policies. The Client confirms their regular access to the internet for referencing or requesting the documents, which can be sent via post, email, or fax upon request.

Signatures:

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JP Markets (Pty) Ltd

Date:

Place:

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Client Name:

Date:

Place: