



GENERAL TERMS AND CONDITIONS



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Second version - effective from 12.08.2020 until  
Further Notice

## CUSTOMER AGREEMENT

This is a legal contract between Tample Capital (Pty) Ltd, herein after known as ("Tample", "us" or "we") its successors and assigns, and the party/parties (the "Customer", "client" or "you") executing this document. This document, together with our Risk Disclosure Statement, Financial Advisory and Intermediary Services Disclosure, Trading Conditions and Charges and Privacy Statement, represents the terms with which Tample will do business with Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by Customer.

Trading in Contracts for differences ("CFDs") and use of the trading platform (which allows high leverage investments in CFD's) carries a high level of risk to your investment and involves the potential for profit as well as the risk of loss of your initial deposit. By investing in CFD's you do not have any rights to underlying instruments. Make sure you fully understand the risks involved and take advice if necessary. CFD trading may not be suitable for every customer. Subject to you fulfilling your obligations under the Client Agreements we may enter into transactions with you in CFDs on single securities, baskets of securities, indices, currencies, cryptocurrencies, commodities, base and precious metals or any other instrument offered on the trading platform. We will enter into all transactions contemplated by the Client Agreements as principal and not as agent for you or any other party. We will treat you as our customer and you agree to enter into the Client Agreements for all transactions as principal and not as agent for any other person.

## IMPORTANT NOTICES

OTC trading means that trading does not take place on a regulated exchange. There are no guarantees as to the credit worthiness of the counter party of your CFDs. Also, there may be certain cases in which trading liquidity decreases, causing CFDs in commodities, currencies, metals and indices to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.

Whilst Tample is licensed to do so, it does not provide investment advice. The market recommendations, signals, information provided by and/or distributed by Tample are general in nature and based solely on the judgment of Tample's personnel or from third party information providers. These market recommendations may or may not be consistent with the market position or intentions of Tample, its affiliates, and/or employees. The market recommendations and information provided by Tample are based upon information believed to be reliable, but Tample cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading CFDs. Any market recommendations of, or information provided by, Tample does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any OTC transaction. Customer understands and hereby agrees that Customer is capable of, and solely responsible for, assessing the merits and risks of any trade it may enter into with Tample.

Customer understands that Tample does not permit its Customer representatives to either exercise discretion or manage an OTC account. If Customer's account is not being traded with Customer's authorization, Customer must notify Tample immediately.

Tample's margin policies and/or the policies of those banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin Customer's account and Customer is obligated to immediately meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. Tample reserves the right to refuse to accept any order.

Customer understands that it must carefully review the reports relating to Customer's trading posted online by Tample. All reports of execution and statements of accounts will be deemed final unless customer objects within two business days of being posted. Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.

Customer understands that Tample may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and fees, leverage size per instrument, mark ups, rules relating to stop losses and limits, rules relating to rollovers, rules relating to margin calls, or any other financial arrangement, and that such rules and provisions may be changed by Tample from time to time.

Customer has read and understands the Customer's obligations and rights under this Customer Agreement and agrees and acknowledges that this Customer Agreement, the Risk Disclosure Statement and the Privacy Statement will comprise the terms of the Customer's relationship with Tample. The Customer agrees that Customer is fully responsible for making all decisions as to transactions effected for Customer's account. Customer has considered the foregoing factors and in view of Customer's present and anticipated financial resources, Customer is willing and able to assume the substantial financial risks of OTC trading.

IT IS THE CUSTOMER'S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT TRADING IN CFDs AND TAMPLE'S TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY.

## 1. TERMS AND HEADINGS

- 1.1. "Tample" shall, where the context so permits or requires, be deemed to mean Tample Capital (Pty) Ltd its subsidiaries and affiliates and their successors and assigns;
- 1.2. "Customer" shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement;
- 1.3. "Agreement" shall include this agreement and all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account with Tample.

- 1.4. "Abusive Trading" shall include any of the following actions: sniping; placing "buy stop" or "sell stop" orders prior to the release of financial data and news related to the underlying market/asset; arbitrage; manipulations; Scalping (as defined below); a combination of faster/slower feeds; abuse of the cancellation of trades feature available on the trading platform; use (without the prior and written consent of Tample) of any robots, spiders or other automated data entry system with the trading platform (unless you receive express written consent by Tample pany prior to activating the robot) or use of any software, which applies artificial intelligence analysis to the trading platform and/or Customer's account; entering into transactions or combinations of transactions (voluntarily and/or involuntarily) such as holding long and short positions in the same or similar underlying assets at similar times either by the Customer or by the Customer acting in concert with others, possibly with connected accounts, including (but not limited to) between accounts held with different entities within the Tample, which taken together or separately are for the purpose of manipulating the trading platform for gain. A significant number of transactions with short duration may be deemed as market abuse. Short duration shall mean trades with a duration of less than three minutes. Significant number of transactions in this case shall mean more than 30% of the trades executed within.
- 1.5. "Scalping" shall mean the form of trading strategy through which the Customer, either solely acting or acting with others (internally by using other trading accounts held with Tample or by sharing the same IP address, or externally by using other trading accounts held with other brokers), performs and/or tries to perform numerous transactions within a very short time (for example up to three minutes), hedging positions (partially or fully) by holding open position on the opposite side of a trade, or by holding a position in a spot asset and the opposite position in the future of that asset, or buying at Bid price and selling at ask price so as to gain the bid/ask difference, or in general a trading activity pattern that indicate that the Customer aims to benefit financially without being genuinely interested in trading in the markets and/or taking any market risk.
- 1.6. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

## 2. INFORMATION ABOUT US

- 2.1. Global.tradeo.com (the "Website") is operated by Tample Capital (Pty) Ltd, a registered financial services company in South Africa and is fully licensed and regulated by the Financial Services Conduct Authority in South Africa ("FSCA"). The FSCA is an independent institution, established by statute to oversee the South African non-banking financial services industry in the public interest, and fully funded by fees and levies imposed on this industry. Octafon Limited, a company registered in the Republic of Cyprus, under registration number HE 397337, with its registered office at 140, Vasileos Constantinou, Tofias Building, 1st Floor, 3080, Limassol.

## 3. CATEGORISATION

- 3.1. It is our policy to treat all our clients as retail clients irrespective of the existence of any categorizations in the client's country of residence.

#### 4. COMMUNICATION

- 4.1. The principal method of communication between Tample and Customer will be electronically via the Website, telephone and on-line trading platforms.
- 4.2. Information regarding orders placed and executed will be addressed personally to Customer through a customer specific account.
- 4.3. However, certain information will be provided generally on our Website, such as general market recommendations and Customer hereby consents to receiving information not addressed personally to customer in that form.
- 4.4. Customer may also place orders via the phone with our dealing room. In the course of our dealings with you, you may place orders with us via our on-line trading platform.
- 4.5. All written communications from us to you will be in English.

#### 5. AUTHORISATION TO TRADE

- 5.1. Tample is authorized to enter into CFDs on an over-the-counter basis with Customer in accordance with Customer's oral or written or computer instructions, subject to the terms of this Agreement and all annexes hereto.
- 5.2. Tample's security systems are designed to ensure that any information provided to and from Customer is securely transmitted. Customer is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the password or Tample's trading facilities.
- 5.3. Customer agrees to be exclusively responsible for any instruction received electronically that is identified with Customer's password and account number and for any electronic, oral and written instruction to Tample from persons Tample in its sole judgment, believes are apparently authorized by Customer.
- 5.4. If Customer's account is titled as a joint account, Tample is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading on the account.
- 5.5. Tample shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or omitted to be taken by Tample in reliance on any such instructions or on the apparent authority of any such persons.
- 5.6. Tample has the authority to require joint action by the owners of the account in respect of the account. Tample may send all correspondences and documents in respect of the account to any one owner of a joint account.
- 5.7. Tample has possession over the security of the account whether individual or joint.
- 5.8. If a death occurs to one or more of the owners of a joint account, Tample shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account.

5.9. Up to the time valid written notification is provided to Tample, each owner of a joint account is presumed to have an equal share in the joint account.

## **6. APPROPRIATENESS OF TRADING**

6.1. 6.1 Although Tample issues general market recommendations, these should not be construed as personal recommendations or advice to trade with Tample. As such we are under no obligation to assess the suitability or otherwise of the Customer trading CFDs with Tample. All trades entered into by Customer represent an independent decision by the Customer to trade with Tample.

## **7. GOVERNMENTAL COUNTER PARTY INSTITUTION AND INTERBANKING SYSTEM RULES**

7.1. All transactions under this Agreement shall be made in accordance with usage, rulings and interpretations of the counter party institution or other interbank market (and its clearing organization, if any) and with all applicable laws and regulations.

7.2. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organization which shall be binding upon Tample and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect.

7.3. Customer acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.

## **8. MARGINS AND DEPOSIT REQUIREMENTS**

8.1. Customer shall provide to and maintain with Tample margin in such amounts and in such forms as Tample, in its sole discretion, may require.

8.2. Such margin requirements may be greater or less than margins required by those banks or brokers with which trades are executed.

8.3. Tample may change margin requirements at any time.

8.4. Customer agrees to deposit by immediate wire transfer, or other payment method acceptable to Tample, such additional margin when and as required by Tample and will promptly meet all margin calls in such mode of transmission as Tample in its sole discretion designates.

8.5. Tample may at any time proceed to liquidate Customer's account and any failure by Tample to enforce its rights hereunder shall not be deemed a waiver by Tample to enforce its rights thereafter.

- 8.6. Tample retains the right to limit the amount and/or total number of open positions which Customer may acquire or maintain at Tample, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion.
- 8.7. Orders must be placed allowing sufficient time to execute and to calculate margin requirements.
- 8.8. Profits deriving from a transaction shall be added to Customer's account as additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.
- 8.9. Losses deriving from a transaction shall be deducted from Customer's account.

## 9. BONUSES

- 9.1. Tample may elect to grant a benefit to Customer by depositing bonus amounts in Customer's trading account, subject to certain terms and conditions as shall be determined by Tample, at its sole discretion. Such bonus amounts may not be withdrawn by Customer, unless Customer complies with the applicable trading requirements posted on the Website as may be amended from time to time or as communicated to Customer.
- 9.2. If Tample suspects or has reason to believe that Customer has attempted fraudulent activity in order to claim a bonus, or any other promotion, Tample reserves the right to:
  - (i) Cancel or reject the bonus promotion, and any related Trading bonus, at its sole discretion;
  - (ii) To terminate Customer's access to services provided by Tample and/or terminate the contract between Tample and the Customer for the provision of services;
  - (iii) To block Customer's Account(s) and to arrange for the transfer of any unused balance to Customer.
- 9.3. If Tample suspects or has reason to believe that Customer has abused the terms and conditions of a bonus offer by hedging positions internally (using other trading accounts held with Tample) or externally (using other trading accounts held with other brokers), Tample reserves the right to cancel bonuses, and any trades or profits associated with Customer's account(s).
- 9.4. Bonus promotions may be restricted in certain jurisdictions.
- 9.5. Tample reserves the right to cancel or reject bonus promotions at its sole discretion.

## 10. OPTIONS

- 10.1. Options are contracts that give the buyer the right, but not the obligation, to buy (in the case of a Call Option) or to sell (in the case of a Put Option) a specified CFD at a specified price (the "Strike") at a specified time and date (the "Expiration"), from or to the seller of the option. These are commonly known as European style vanilla options.
- 10.2. The proceeds of the purchase or sale of an Option (the "Cost", or "Premium") will be immediately debited or credited to the cash balance of the account. At Expiration, Options that are in the money

will be automatically closed out at intrinsic value, that is, in the case of Call Options, the amount by which the closing price of the specified CFD exceeds the strike price, and in the case of Put Options, the amount by which the Strike exceeds the closing price of the specified CFD. For long Call and short Put positions, the closing price will be the prevailing bid price of the underlying CFD at Expiration; and for short Call and long Put positions, the closing price will be the prevailing ask (offer) price of the underlying CFD, as determined by Tample in its sole discretion. Options that are not in the money will expire worthless.

- 10.3. The Customer acknowledges, recognizes and accepts that Tample quotes variable spreads. The Client is specifically made aware that variable spreads are affected by actual market conditions, which are beyond Tample's control. Tample does not guarantee any maximum or minimum quotable spreads. There may be times when Options quotes are not available in some underlying CFDs.
- 10.4. We allow you to perform various transactions, including in respect of options based on various indices that shall be defined by us from time to time (for example, index rates and stock and option rates), and to receive financial information and various other services as we shall determine in our sole discretion. Prior to effecting any transaction, we advise you to read the explanations that may be found on the Website regarding each type of transaction. The rules of trade are set exclusively by Tample.
- 10.5. We will make available, by posting on <https://global.tradeo.com>, the current price applicable to a share or index, and offer you the opportunity to submit a put or call position in respect of such share. Each position shall be for a specified expiry time. We expect that the current prices will be reasonably related to the actual prices of such shares available in the market. We make no warranty, express or implied, that the quoted prices represent prevailing quoted prices.

## 11. CUSTOMER ASSETS

- 11.1. Interest is not payable by Tample on client funds deposited by Customer.
- 11.2. All funds, securities, currencies, and other property of Customer which Tample or its affiliates may at any time be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by Tample as security and subject to a general lien and right of set-off for liabilities of Customer to Tample whether or not Tample has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Customer may have with Tample.
- 11.3. Tample may in its discretion, at any time and from time to time, without notice to Customer, apply and/or transfer any or all funds or other property of Customer between any of Customer's accounts.
- 11.4. Customer hereby also grants to Tample the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Customers, to itself as broker or to others, any securities or other property of Customer held by Tample as margin or security.
- 11.5. Tample shall at no time be required to deliver to Customer the identical property delivered to or purchased by Tample for any account of Customer.
- 11.6. This authorization shall apply to all accounts carried by Tample for Customer and shall remain in full force until all accounts are fully paid for by Customer or notice of revocation is sent by Tample from

its home office.

- 11.7. Any failure by Tample to enforce its rights hereunder shall not be deemed a future waiver of such rights by Tample.
- 11.8. Tample is irrevocably appointed as attorney in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that Tample deems necessary or desirable to evidence or to protect Tample's interest with respect to any collateral.
- 11.9. In the event that the collateral deemed acceptable to Tample is at any time insufficient to satisfy Customer's indebtedness or other obligations to Tample, including obligations to provide margin hereunder, Customer shall promptly pay upon demand the entire amount of such deficit.
- 11.10. Default of Credit Institution and Monitoring:
  - 11.10.1. In the event of default of one of our appointed credit institutions, Tample does not accept responsibility and is not subject to any liability arising from losses to clients arising from such a default. 11.10.2 However, we conduct appropriate and continuing risk assessment of our appointed credit institutions in order to ensure that our appointed credit institutions are safe repositories.
  - 11.10.2. Pursuant to section 10.4 Customers trading on the Tample platform agree to the transfer of full ownership of funds to Tample for the purpose of securing or otherwise covering a required margin and as such the required margin will no longer be treated as belonging to the Customer. Tample will deposit the required margin as collateral with its liquidity provider(s). These funds will not be registered in the customer's name. Funds deposited by the Customer in excess of the required margin will be treated as client funds in accordance with the Client Asset.

## 12. CONFLICTS OF INTEREST

- 12.1. Tample is required to maintain and operate effective organizational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest. In order to achieve this Tample has established and implemented a Conflicts of Interest policy.
- 12.2. Where arrangements made by Tample to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to client interests will be prevented, Tample shall clearly disclose to the client the general nature and the sources of the conflicts of interest before undertaking business on the client's behalf.

## 13. COMPLAINTS

- 13.1. In the event that you have any query and/or concern and/or issue and/or problem and/or reason to feel dissatisfied with any aspect of our service, in the first instance you should contact our customer services team, as the vast majority of issues can be dealt with at this level, via: <https://global.tradeo.com/contact/>.

- 13.2. If our customer services team is unable to resolve the matter or you feel that our service has not met your expectations and you wish to raise this issue as a formal complaint, you must complete a Complaint Form, which is accessible in the legal documents section of our Website. The completed Complaint Form accompanied by adequate supporting evidence (as necessary) must be submitted to [support@global.tradeo.com](mailto:support@global.tradeo.com) to be recorded as a formal complaint.
- 13.3. We will provide you with a regular written update on the progress of the investigation of the complaint at intervals of not greater than 20 business days.
- 13.4. We will attempt to investigate and resolve the complaint within 40 business days of having received the complaint.
- 13.5. Where the 40 business days have elapsed and the complaint is not resolved, we will inform you of the anticipated timeframe within which we hope to resolve the complaint.
- 13.6. Once an investigation of the complaint is completed, a Final Response shall be issued to the Client with the investigation's outcome(s) together with any required explanations and any remedy measures the Company intends to take.
- 13.7. 13.7 A Complaint will be deemed as resolved or settled where the Company has sent in writing a Final Response to the Client.
- 13.8. 13.8 If you do not feel that your complaint has been resolved satisfactorily you are then able to refer your complaint to the Office of the Ombud for Financial Services Providers ("FAISOmbud").
- 13.9. The FAISOmbud deals with complaints from clients against Financial Service Providers in relation to the specific services rendered by Financial Service Providers.
- 13.10. Any referral to the FAISOmbud must take place within six years of our Final Response to you, and you should also note that the FAISOmbud may not consider a complaint until we have had the opportunity to address the complaint. For further details, please visit FAISOmbud's website at: [www.faisombud.co.za](http://www.faisombud.co.za).

#### **14. CONSENT TO EXECUTION OF ORDERS OUTSIDE A REGULATED MARKET**

- 14.1. Customer hereby acknowledges and consents to Tample executing orders over the counter and outside a regulated market.

#### **15. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES**

- 15.1. In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by Tample, (d) insufficient margin, or Tample's determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account; (e) Customer's failure to provide us with any information requested pursuant to this agreement or any applicable law; or (f) any Abusing Trading practices, manipulations and/or fraud by Customer or any other person authorized to use the account; or (g) any other circumstances or developments that we deem appropriate for its protection, and in Tample's sole discretion, it may take one or more, or any portion of, the following

actions:

- (i) Satisfy any obligation Customer may have to us, either directly or by way of guaranty of suretyship, out of any of Customer's funds or property in Tample's custody or control;
  - (ii) Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer.
- 15.2. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.
- 15.3. Prior demand or notice of sale or purchase shall not be considered a waiver of Tample's right to sell or buy at any time in the future without demand or notice as provided above.
- 15.4. In liquidation of Customer's long or short positions, Tample may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in Tample's sole judgment may be advisable to protect or reduce existing positions in Customer's account.
- 15.5. Any sales or purchases hereunder may be made according to Tample's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and Tample may purchase the whole or any part thereof free from any right of redemption.
- 15.6. For Customer's protection, Equity or Net Liquidation Value of the Customer's trading account drops below the Minimum Margin Requirement, all of Customer's open transactions shall be automatically closed, whether at a loss or a profit. The Minimum Margin Requirement is equal to 50% of the Required Margin.
- 15.7. If the amount in Customer's trading account is zero (for any reason), Tample, in its sole discretion, shall nullify and close the account.
- 15.8. Neither Tample nor any of its subsidiaries, affiliates or agents shall be responsible for any loss or damage caused due to closing of positions in accordance with the above.
- 15.9. Customer shall at all times be liable for the payment of any deficit balance of Customer upon demand by Tample and in all cases, Customer shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by Tample or by Customer.
- 15.10. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Customer due to Tample, Customer shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at Tample's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like.
- 15.11. In the event Tample incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Customer, Customer agrees to pay such expenses.

## 16. FEES/CHARGES

- 16.1. Fees arising out of Tample providing services are outlined in the Admin Fees page presented in the Website.
- 16.2. Customer is aware that a part of Tample's revenues derives from the spread on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. The standard spreads for all instruments are listed on our Website.
- 16.3. Tample may increase or decrease spreads on any or all instruments, at its sole discretion, at any time without notification due to various mitigating factors – market sentiment, news times or announcements, trading volumes, market volatility and/or additional internal or external factors. This may be effected on an individual client basis or for all clients simultaneously.
- 16.4. Where a customer requests a specific fee structure, a commission may be payable by Customer to open and close CFDs. Such commission payable will be debited from Customer's account at the same time as Tample opens or closes the relevant CFDs.
- 16.5. Where we increase or introduce any new charges, we will post the changes on our Website at least 5 days before they take effect.
- 16.6. We may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals.
- 16.7. In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organizations arising out of Tample's provision of services hereunder.
- 16.8. Customer may incur additional fees for the purchase of optional, value added services we offer.
- 16.9. Rollovers, overnight interest (also known as "swaps"):
  - 16.9.1. A daily financing charge may apply to each CFDs open position at the closing of Tample's trading day as regards that CFD.
  - 16.9.2. If such financing charge is applicable, it will either be requested to be paid by Customer directly to Tample or it will be paid by Tample to Customer, depending on the type of CFDs and the nature of the position Customer holds.
  - 16.9.3. The method of calculation of the financing charge varies according to the type of CFDs to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR).
  - 16.9.4. The financing charge will be credited or debited (as appropriate) to Customer's account on the next trading day following the day to which it relates.
  - 16.9.5. Tample reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of CFDs to which the financing charge applies.
  - 16.9.6. For certain types of CFDs, a commission is payable by Customer to open and close CFDs. Such commission payable will be debited from Customer's account at the same time as Tample opens or closes the relevant CFDs.
  - 16.9.7. Trades in CFDs are linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which

the CFD is linked, the base asset shall be replaced with another asset, and the quotation of the CFD shall change accordingly.

- 16.9.8. CFDs does not have an expiration date.
- 16.9.9. Trades in CFDs are continuous and the base assets to which they are linked vary from time to time.
- 16.9.10. Tample reserves the right to determine the base asset to which CFDs is linked, the date of replacement of the base asset, and the replacement conditions.
- 16.9.11. Following the replacement of the base asset, the quotation of the CFDs shall be adjusted, and the Customer's account shall be credited or debited, as applicable, in accordance with the difference in quotations created due to the replacement of the base asset.
- 16.9.12. The difference in quotations between the base assets is affected by the difference in rates between selling and buying of such assets in the market, and therefore the revaluation of selling and buying transactions shall be in different values.
- 16.9.13. Customers will incur costs in relation to the spread cost in closing the contract and opening the new contract and a Standard Overnight Interest charge.
- 16.9.14. In most cases, the debits shall be higher than credits.
- 16.9.15. Any open transaction held by Customer at the end of the trading day as determined by Tample or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and physical settlement of the transaction.
- 16.9.16. Customer acknowledges that when rolling over such transactions to the next business day, overnight interest may be either added or subtracted from Customer's account with respect to such transaction.
- 16.9.17. The overnight interest amount shall be determined by Tample from time to time, in Tample's absolute discretion.
- 16.9.18. Customer hereby authorizes Tample to add or subtract the overnight interest to or from Customer's account for any open transaction that have accrued overnight interest, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.
- 16.9.19. Full information related to applicable charges can be found on the Website.

## **17. COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS**

- 17.1. Reports, statements, notices, trade confirmations, and any other communications will be posted online and may be transmitted to such address as Customer may from time to time designate in a written or electronic communication to Tample.
- 17.2. Customer is responsible for alerting Tample to any change in its e-mail address.
- 17.3. Communications are deemed received when made available to Customer by Tample, regardless of whether Customer actually accessed the statement.
- 17.4. Customer will be able to generate daily, monthly and annual account statements detailing

transaction activity, profit and loss statements, open positions, margin balances, account credits and debits.

- 17.5. Customer understands that it must carefully review the reports relating to Customer's trading posted online by Tample.
- 17.6. Reports of the confirmation of orders and statements of accounts for Customer posted online by Tample shall be deemed correct and shall be conclusive and binding upon Customer if not objected to within two business days of the posting online.
- 17.7. Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.
- 17.8. If Customer becomes aware of an error with respect to any report or statement, such as amounts erroneously credited to Customer, Customer shall immediately inform Tample and is responsible to return such amount to Tample, and if Tample becomes aware of such occurrence, Tample is expressly authorized to correct such error by correcting such report or statement, and, if applicable, treating this as a Deficit Balance.
- 17.9. Customer declares that by providing its registration data to Tample it hereby consents to, Tample, its subsidiaries, affiliates and agents sending, and Customer receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to Customer's use of the trading platform, including information and offers from Tample or third parties that Tample believes Customer may find useful or interesting, such as newsletters, marketing or promotional materials.
- 17.10. Customer acknowledges that Tample does not have to separately obtain Customer's prior consent (whether written or oral) before distributing such communications to Customer, provided that Tample shall cease to distribute such communications should Customer notify Tample in writing that Customer no longer desires to receive such commercial communication.
- 17.11. Client statements can be generated by the client at any time on the on-line trading platform. These statements will record the time the order was executed and the balance of their account. Our internal records will state the time the order was requested from the client.
- 17.12. Tample will also provide the client with a statement on an annual basis outlining the details of funds held by the firm for the client at end of the period covered by the statement. Statements will also show all charges applied during the period covered by the statement, if any.
- 17.13. Real time access to each client's account showing transactions, the time orders were filled and the balance on the client's account will also be available to customers.

## **18. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY**

- 18.1. Tample and/or any of its subsidiaries, affiliates or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Tample including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.
- 18.2. Neither Tample nor any of its subsidiaries, affiliates or agents warrants that the trading platform or

any services provided (including Third Party Licenses) will be available without interruption or will be error free and such trading platform and services are being provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwise set forth herein.

- 18.3. Under no circumstances shall Tample or any of its subsidiaries, affiliates or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, Tample's trading platform or services (including Third Party Licenses) including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of Customer's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.
- 18.4. Customer agrees that this section represents a reasonable allocation of risk, that this section is an essential element of this Agreement and that in its absence; the economic terms of this Agreement would be substantially different.
- 18.5. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Tample or any of its subsidiaries, affiliates or agents has been advised of the possibility of such damage.
- 18.6. Neither Tample nor any of its subsidiaries, affiliates or agents has liability or duty of indemnification related to unusable data, lost or corrupt Customer transactions or data, by whatever means, in whatever form.
- 18.7. This limitation of liability additionally eliminates any duty or liability on the part of Tample or any of its subsidiaries, affiliates or agents related to unusable data, lost or corrupt Customer transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet related problems or from actions or events outside of Tample's control.
- 18.8. Tample and its subsidiaries, affiliates and agents disclaim any and all liability resulting from or related to any breach of internet security or disruption, distortions or delays of Customer's connections to the internet, due to any reason.
- 18.9. As OTC is not an exchange traded market, prices at which Tample deals at or quotes may or may not be similar to prices at which other OTC market makers deal at or quote.
- 18.10. Should a quoting or execution error occur, which may include, but are not limited to, a mistype of a quote, a quote that is not representative of fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines or systems or inaccurate external data feeds provided by third-party vendors, Tample will not be liable for the resulting errors in account balances. Without derogating from the above, in the event that transactions shall be closed or opened based on the Erroneous Quote, Tample's trading room attempts to recognize such event and to act promptly to reset such event. Customer acknowledges that the reset process may take time, during which Customer may not be able to use its trading account, and outstanding orders may not be executed.
- 18.11. In case Tample will identify an erroneous quote or an outdated quote, it may offer the Customer an alternative quote or alternatively to continue the transaction, all at the sole discretion of Tample.
- 18.12. Customer further acknowledges that Tample, its subsidiaries, affiliates and agents shall not be liable for any loss or damage caused due to or in connection with such reset process.
- 18.13. Third Party Licenses:

- 18.13.1. If any third-party software is included within or embedded in the Website or online trading platform, then such embedded third-party software shall be provided subject to the terms of this Customer Agreement which apply to the online trading platform.
- 18.13.2. Customer shall fully comply with terms of any Third-Party Licenses that we provide from time to time.
- 18.13.3. We provide no express or implied warranty, indemnity or support for the Third-Party Licenses, and will have no liability related thereto.
- 18.13.4. "Third-Party Licenses" means licenses from third parties governing third party software embedded or used in the trading platform.

## 19. CFDs FLUCTUATION RISK

- 19.1. If Customer directs Tample to enter into any CFDs transaction:
  - (i) Any profit or loss arising as a result of a fluctuation in, CFDs will be entirely for Customer's account and risk;
  - (ii) All initial and subsequent deposits for margin purposes shall be made in U.S. Dollars, EUROS or Great British Pounds in such amounts as Tample may in its sole discretion require; and
  - (iii) Tample is authorized to convert funds in Customer's account for margin into and from such foreign currency at a rate of exchange determined by Tample in its sole discretion on the basis of the then prevailing money market rates.

## 20. INDEMNIFICATION

- 20.1. Customer agrees to indemnify and hold Tample, its subsidiaries, affiliates, agents, employees, agents, successors and assigns ("Tample Indemnities") harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by any of Tample indemnities arising out of Customer's failure to fully and timely perform Customer's obligations herein or under any Third Party License or should any of Customer's representations and warranties fail to be true and correct.
- 20.2. Customer also agrees to pay Tample Indemnities promptly all damages, costs and expenses, including attorney's fees, incurred in the enforcement of any of the provisions of this Agreement and any other agreements between Tample and Customer.
- 20.3. In addition to any limitations of liability specified elsewhere in this Agreement, Tample indemnities shall not be held liable and are released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by:
  - (i) The actions or omission to act on the part of Customer;
  - (ii) Any act or omission by any person obtaining access to Customer's account, whether or not Customer has authorized such access or not;
  - (iii) System malfunction, equipment failure (whether Customer's equipment or Tample's equipment), system interruption;

- (iv) Delays, failure or errors in implementing any instruction;
- (v) Inaccurate or incomplete instructions received by Tample's from Customer; or
- (vi) Any reliance or use by Customer or any other third party with access to Customer's account of any financial and market data, quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the trading platform or any Third Party License, whether to complete a transaction on the trading platform or for any other purpose whatsoever.

20.4. Tample shall be entitled to setoff Customer's liabilities under this section from Customer's account.

## 21. ABUSIVE TRADING MARKET ABUSE AND MANIPULATION

### 21.1. PROHIBITION ON ARBITRAGE AND MANIPULATION

- 21.1.1. Tample does not permit the practice of arbitrage when trading and strictly forbids any form of manipulation of its prices, execution, and platform or making transactions based on errors, omissions or misquotes on the Tample platform.
- 21.1.2. Price latency, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "Scalping", or taking advantage of these Internet delays, cannot exist in an OTC market where the client is buying or selling directly from the market maker.
- 21.1.3. Any transactions that rely on price latency or price feed errors may be subject to intervention which includes the right to void any transactions which Tample has determined to be a result of any of these practices, revocation of profits, widening of spreads, block of trading and any other necessary corrections or adjustments on the account without prior notice.
- 21.1.4. If Tample suspects or has reason to believe that Customer has abused the terms and conditions by hedging positions internally (using other trading accounts held with Tample) or externally (using other trading accounts held with other brokers), Tample reserves the right to cancel any trades or profits associated with Customer's account(s) and also to immediately close the Customer's account(s), all in Tample's sole discretion.

### 21.2. Abusive Trading and Market Abuse:

- 21.2.1. Tample may hedge our liability to you by opening analogous positions with other institutions or in the underlying market. The result of our doing this is that when you trade with us your trades can, through our hedging, exert a distorting influence on the underlying market for that index, in addition to the impact that it may have on our own prices. This creates a possibility of market abuse.
- 21.2.2. Customer represents and warrants, and agrees that each such representation and warranty is deemed repeated each time Customer opens or closes a position that:
  - (a) Customer will not place and has not placed a trade with us relating to a particular index

or any other CFD price if to do so would result in Customer, or others with whom Customer is acting in concert together, having an exposure to the price of the underlying financial instrument which can create a situation of market abuse or Abusive Trading. This exposure can be equal to or exceeding the amount of a declarable interest in the relevant financial instrument. For this purpose, the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) or other exchange upon which the underlying financial instrument is traded; and

- (b) Customer will not place and has not placed a trade with us in connection with: (i) a placing, issue, distribution or other analogous event; (ii) an offer, take over, merger or other analogous event; or (iii) any other corporate finance style activity, in which Customer is involved or otherwise interested; and
- (c) Customer will not place or close a position and Customer will not place an order that contravenes any primary or secondary legislation or other law against insider dealing or market manipulation. Customer agrees that Tample may proceed on the basis that when Customer opens or closes a position or places an order on a share price, Customer may be treated as dealing in securities within the meaning of the relevant statutes or regulations.

- 21.2.3. In the event that the Customer places or closes any trade or places an order in breach of the representations and warranties given (including in a case of Abusive Trading), or Tample has reasonable grounds for suspecting that Customer may have done so, Tample may at its absolute discretion and without being under any obligation to inform Customer of the reason for doing so, close that trade and any other trade or trades that you may have open at the time, if applicable, and also at Tample's absolute discretion cancel any trades or profits associated with Customer's account(s) and also to immediately close or suspend the Customer's account(s).
- 21.2.4. Customer acknowledges that trade are speculative arrangements and Customer agrees that Customer will not enter into any transactions with us in connection with any corporate finance style activity.
- 21.2.5. Customer acknowledges that it would be improper for Customer to deal in the underlying market if the sole purpose of such a transaction was to impact on our bid or offer prices, and Customer agrees not to conduct any such transactions.

## 22. EXECUTION OF ORDERS, STOP AND LIMITS

- 22.1. Tample will use commercially reasonable efforts to complete all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Customer.
- 22.2. Tample reserves the right to refuse to accept any order.
- 22.3. Tample may, at its sole discretion, allow Customer to specify a closing price for a transaction at the trading platform through a "Close at Loss" and "Close at Profit" order, subject always to the terms of this Agreement and any other terms and conditions Tample may implement from time to time.

- 22.3.1. "Close at Loss" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is lower than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is higher than the opening transaction price.
- 22.3.2. "Close at Profit" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is higher than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is lower than the opening transaction price.
- 22.4. Upon Customer's offer and Tample's acceptance of an order, Customer hereby authorizes Tample to close the transaction at the Close at Loss price or Close at Profit price, as applicable, and as agreed upon in the order, without further instruction from or notification to Customer.
- 22.5. Tample may, in its sole discretion, close the transaction when the price quoted by Tample on the trading platform equals the price accepted by Tample for such an order.
- 22.6. Customer acknowledges and agrees that Tample shall not be obligated to close a transaction which does not otherwise comply with any other limitations agreed upon with respect to such transaction.
- 22.7. Customer acknowledges and agrees that due to market volatility and factors beyond Tample's control, Tample cannot guarantee that a Close at Loss order will be executed at the level specified in Customer's order. In such an event, Tample will close the transaction at the next best price.
- 22.8. If, before Customer's "Limit Order" offer to open or close a transaction is accepted by Tample, Tample's quote moves to Customer's advantage (for example, if the price goes down as Customer buys or the price goes up as Customer sells) Customer agrees that Tample will execute the closing transaction at the Customer's specified price and not better. Customer agrees that Tample can retain such price movement for its own account.
- 22.9. Customer is aware that a part of Tample's revenues derives from the spreads on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. Therefore, in case the fair market price reduces Tample's spread in a specific transaction, Tample may, at its sole discretion, choose not to execute such transaction, in which case Tample may send Customer an amended quote for his consideration. Tample may complete a transaction at its sole discretion in case the fair market price does not affect Tample's spread from the transaction and / or increases it.

### 23. RISK ACKNOWLEDGMENT

- 23.1. Customer acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit.
- 23.2. Customer understands that because of the low margin normally required in OTC trading, price changes in OTC may result in significant losses.
- 23.3. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk

of OTC trading and in consideration of Tample's carrying his/her account(s), Customer agrees not to hold Tample and any of its subsidiaries, affiliates or agents responsible for any losses incurred by Customer.

- 23.4. Customer recognizes that guarantees of profit or freedom from loss are impossible in OTC trading.
- 23.5. Customer acknowledges that Customer has received no such guarantees from Tample or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her Tample account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.
- 23.6. The high degree of leverage that is obtainable in the trading of CFDs transactions can work against you as well as for you. Leverage can lead to large losses as well as gains.
- 23.7. During times of extreme volatility, it can be difficult or impossible to execute orders.

## 24. MARKET RECOMMENDATIONS AND INFORMATION

24.1. Customer acknowledges that:

- (i) Any market recommendations, signals and information communicated by any method of communication to Customer by Tample and any of its subsidiaries, affiliates, agents or by any person within Tample does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that Tample does not provide investment advice
- (ii) Such recommendation and information, although generally based upon information obtained from sources believed by Tample to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and (iii) Tample makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or market recommendation furnished to Customer and shall not be responsible for any loss or damage including without limitation any loss of margin or profits which may arise directly or indirectly from use or reliance on such recommendations or information.

- 24.2. Customer understands that Customer is solely responsible for assessing the merits and risks of any trade it may enter into with Tample whether as a result of information provided by Tample or otherwise.
- 24.3. Customer acknowledges that Tample and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell CFDs, which are the subject of market recommendations furnished to Customer, and that the market position of Tample or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by Tample.
- 24.4. Customer acknowledges that Tample makes no representations concerning the tax implications or treatment of any trading activity.

## 25. CUSTOMER REPRESENTATIONS AND WARRANTIES

25.1. Customer represents and warrants that:

- (i) if Customer is a natural person, Customer is of sound mind, legal age and legal competence;
- (ii) No person other than Customer has or will have an interest in Customer's account(s) and Customer has not granted and will not grant a security interest in Customer's account with Tample (other than the security interest granted to Tample hereunder) to any person without Tample's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person (other than the security interest granted to Tample hereunder) without Tample's prior written consent; and
- (iii) Customer hereby warrants that regardless of any subsequent determination to the contrary, Customer is suitable to trade OTC; and
- (iv) Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that Customer becomes so employed, Customer will promptly notify us, at Tample's home office, in writing, of such employment; and
- (v) Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Tample, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favour of Tample or to protect Tample's interests with respect to any Collateral; and
- (vi) Customer has read and understands the provisions contained in this Agreement, including, without limitation, Tample's Risk Disclosure Statement and Privacy Statement; and
- (vii) Customer will review this Agreement; and
- (viii) Customer will not affect any transaction in Customer's account unless Customer understands this Agreement, and Customer agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and
- (ix) Customer agrees to, and shall at all times comply with all applicable laws, statutes and regulations and Customer hereby declares that the execution and delivery by Customer of this Agreement and all other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer. Customer may not use this account with Tample for any illegal activity.

## 26. ISLAMIC ACCOUNTS

- 26.1. In the event that Customer, due to its observance of Islamic religious beliefs cannot receive or pay interest, Customer may elect to designate, in the manner provided by Tample, its trading account to be an Islamic Account, which is not charged with, or entitled to, overnight interest and/or rollovers.
- 26.2. In the event that Customer designates its account as an Islamic account, Customer may not keep transactions in such account open for more than 5 days and may not otherwise abuse such benefit.
- 26.3. Tample reserves the right to cancel the aforesaid benefit at any time and take any action necessary

in Tample's absolute discretion due to abuse of this benefit.

- 26.4. Such actions may include, without limitation, the designation of the Islamic Account as a regular account and retroactively effecting required adjustments (e.g., setting off amounts from the account equal to amounts paid by Tample as interest), cancellation of transactions, and adjustment of account balances.

## 27. DISCLOSURE OF FINANCIAL INFORMATION

- 27.1. The Customer represents and warrants that the financial information disclosed to us in his/its Application is an accurate representation of the Customer's current financial condition.
- 27.2. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital.
- 27.3. The Customer recognizes that risk capital is the amount of money the Customer is willing to put at risk and the loss of it would not, in any way, change the Customer's lifestyle.
- 27.4. The Customer agrees to immediately inform us if the Customer's financial condition changes in such a way to reduce the Customer's net worth, liquid assets and/or risk capital.

## 28. NO SEPARATE AGREEMENTS

- 28.1. Customer acknowledges that Customer has no separate agreement with Tample or any of its employees or agents regarding the trading in Customer's Tample account, including any agreement to guarantee profits or limit losses in Customer's account.
- 28.2. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing Tample's limited trading authorization or as otherwise agreed in writing with Tample, and any disputed transactions must be brought to the attention of Tample's Compliance Officer pursuant to the notice requirements of this Customer Agreement.
- 28.3. Customer agrees to indemnify and hold Tample and its subsidiaries, affiliates and agents harmless from all damages or liability resulting from Customer's failure to immediately notify Tample's Compliance Officer of any of the occurrences referred to herein.
- 28.4. All notices required under this section shall be sent to Tample at [support@global.tradeo.com](mailto:support@global.tradeo.com).

## 29. AFFILIATE REFERRAL DISCLOSURE

- 29.1. Tample may engage with advertising affiliates/referrers/marketing partner ("Affiliates") who are wholly separate and independent from one another and from Tample. Any agreement between Tample and Affiliate does not establish a joint venture or partnership and Affiliate is not an agent or employee of Tample.
  - 29.1.1. Tample does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Customer may have received or may receive in the future

from Tample's Affiliates or from any other person not employed by, or acting on behalf of Tample, regarding the risks involved in the trading of CFDs or the risks involved in such trading.

- 29.1.2. Since Affiliate is not an employee or agent of Tample, Tample does not endorse or vouch for the services provided by the Affiliate. It is the Customer's responsibility to perform necessary due diligence on the Affiliate prior to using any of their services.
- 29.1.3. Customer understands that in order to trade with Tample the Customer must open an account directly with Tample. Tample makes available appropriate risk disclosure information to all Customers when they open accounts. Customers should read that information carefully and should not rely on any information to the contrary from any other source.
- 29.1.4. Customer acknowledges that no representations and/or warranties have been made by Tample its servants or agents or any individual associated with Tample regarding future profits or losses in Customer's account.
- 29.1.5. Customer understands that CFDs trading is very risky, and that many people lose money trading and that all CFDs, including trading done pursuant to a system, course, program, research or recommendations of an Affiliate, Trading Agent or any other third party involves a substantial risk of loss. In addition, Customer hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of an Affiliate, Trading Agent or any other third party will not necessarily result in profits, avoid losses or limit losses.
- 29.1.6. Because the risk factor is high in CFDs, in case Client does not have the extra capital he can afford to lose, Client should consider carefully before trading.
- 29.1.7. Customer understands and acknowledges that Tample may remunerate an Affiliate for referring Customer to Tample and that such remuneration may be on a per-trade basis or other basis. Further, the Client has a right to be informed of the precise nature of such remuneration
- 29.1.8. Customer acknowledges that an Affiliate may also, in some circumstances, be a Trading Agent. Customer understands that by using a Trading Agent, Customer may incur a mark-up, above and beyond the ordinary spread generally provided by Tample.
- 29.1.9. Tample shall in no way be responsible for any loss to Customer resulting from Customer's use of any information or advice given by any third party including a Trading Agent or Affiliate.

### 30. TRADING AGENTS

- 30.1. Customer acknowledges that should Customer choose to grant trading authority or control over Customer's account to a third party ("Trading Agent"), whether on a discretionary or non-discretionary basis, Customer does so at its own risk.
- 30.2. Customer acknowledges that Tample its subsidiaries, affiliates or agents shall in no way be

responsible for reviewing Customer's choice of such Trading Agent, or the actions taken by it, nor making any recommendations with respect thereto.

30.3. Customer acknowledges and understands:

- (i) That Tample makes no warranties nor representations concerning any Trading Agent; and
- (ii) That Tample its subsidiaries, affiliates or agents shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent; and
- (iii) That Tample does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent.

30.4. If a Customer chooses to grant trading authority or control over Customer's account to a Trading Agent, Customer agrees to enter into a power of attorney agreement ('POA') with the Trading Agent to permit same, and to furnish the POA to Tample.

30.5. Customer acknowledges that upon receipt of the POA, Tample is authorized to follow the instructions of the Trading Agent in every respect until Tample is notified in writing by the Customer that the POA is revoked or the POA has expired. The Customer authorizes Tample to debit Customer's Account in accordance with the terms agreed between Customer and Trading Agent and which are set out in the POA.

30.6. Customer acknowledges that the Trading Agent and many third-party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government agency. It is the Customer's responsibility to perform necessary due diligence on the Trading Agent prior to using any of their services and to satisfy themselves of its competence and/or suitability to the Customer.

30.7. Customer acknowledges that it or the Trading Agent may elect to use an automated trading system. Customer acknowledges that Tample does not take any responsibility for any such system. The Customer is aware of the volume of trading and resulting commissions that such systems may generate and the impact that this may have on the performance of the Account Customer accepts the risks associated with the use of computers and data feed systems, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors and the Customer further agrees to hold Tample harmless from any losses in the Account associated with these risks. Customer acknowledges that neither Tample nor any of its officers, directors, vendors, employees, agents, associated persons or Tample personnel will be liable for any such breakdown or failure.

30.8. Customer understands that by using a Trading Agent, Customer may incur a mark-up, above and beyond the ordinary spread generally provided by Tample. Details of any such markup will be provided in the agreement between the Trading Agent and Customer.

30.9. Customer acknowledges that any decisions or actions taken by the Trading Agent on Customer's behalf shall be deemed to have been taken by the Customer and any losses or gains generated by the Trading Agent's action shall be for the Customer's account.

30.10. Customer agrees to indemnify and hold Tample, harmless from and against all liabilities, losses, damages, cost and expenses, including attorney's fees that arise directly or indirectly from the Trading Agent's management of the account, including, without limitation all actions, instructions or omissions by the Trading Agent.

30.11. The Customer acknowledges that the risk factor in trading CFDs is substantially high, and therefore the Customer further acknowledges that she/he should carefully consider trading through Tample, whether through a Trading Agent or otherwise, if the Trader does not have capital, she/he can afford to lose.

### **31. DISCLOSURE OF CUSTOMER INFORMATION**

31.1. Tample will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, Tample's banking or credit relationships, or to other persons as disclosed in Tample's Privacy Statement.

31.2. Tample may also disclose to regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.

31.3. Tample will share or sell statistical information without disclosing Customer's identity.

### **32. TERMINATION**

32.1. This Agreement shall continue in effect until termination, and may be terminated by Customer at any time upon three days prior written notice (which may be by e-mail) when Customer has no CFDs and no liabilities held by or owed to Tample upon the actual receipt by Tample through written notice of termination, or at any time whatsoever by Tample upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Customer of any obligations arising out of any deficit balance.

32.2. Certain Sections shall survive termination of this Agreement for any reason.

### **33. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

33.1. All copyright, trademark, trade secret and other intellectual property rights and proprietary rights to the Website in its totality, its contents and any related materials ("Tample IP") shall remain at all times the sole and exclusive property of Tample and its licensors and in the case of third party materials available on the Website to such third party and Customers shall have no right or interest in the Tample IP except for the right to access and use the Tample IP as specified herein.

33.2. Customer acknowledges that the Tample IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money.

33.3. The Customer will protect the confidentiality of the Tample IP and not allow Website access to any third-party.

33.4. Customer will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the Tample IP.

33.5. Customer will not copy, modify, de-compile, reverse engineer, or make derivative works of the Tample IP or in the manner in which it operates.

- 33.6. If Customer has comments on Tample's services or ideas on how to improve them, Customer is welcome to contact Tample. By doing so, Customer grants Tample a perpetual, royalty-free, irrevocable, transferable license, with right of sublicense, to use and incorporate Customer's ideas or comments into the Tample's services, and to otherwise exploit Customer's ideas and comments, in each case without payment of any compensation.

#### **34. RECORDINGS**

- 34.1. Customer agrees and acknowledges that all conversations regarding Customer's account(s) between Customer and Tample personnel may be electronically recorded with or without the use of an automatic tone warning device.
- 34.2. Customer further agrees to the use by Tample, its subsidiaries, affiliates and agents of such recordings and transcripts as it deems fit in connection with any dispute or legal proceeding that may arise.
- 34.3. Customer understands that Tample destroys such recordings at regular intervals in accordance with Tample's established business procedures and Customer hereby consents to such destruction.

#### **35. LEGAL RESTRICTIONS**

- 35.1. Without limiting the foregoing, Customer understands that laws regarding financial contracts vary throughout the world, and it is Customer's obligation alone to ensure that Customer fully complies with any law, regulation or directive, relevant to Customer's country of residency with regards to the use of the Web site.
- 35.2. For avoidance of doubt, the ability to access Tample's Website does not necessarily mean that Tample's services, and/or Customer's activities through it, are legal under the laws, regulations or directives relevant to Customer's country of residency.
- 35.3. This Website does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such an offer or solicitation.
- 35.4. Access to this Website, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.

#### **36. DECLARATION**

- 36.1. By acceptance of this Agreement, Customer hereby declares that the moneys invested in Customer's account with Tample do not originate from drug trafficking, abduction, or any other criminal activity.

#### **37. TAX COLLECTION**

- 37.1. Customer knows, understands and agrees that, in general, Tample does not collect tax for any authority in any form or manner.
- 37.2. Without limiting the foregoing, it is Customer's obligation alone to calculate and pay all taxes applicable to you in Customer's country of residence, or otherwise arising as a result of Customer's trading activity from the use of the Tample's services.
- 37.3. Without derogating from Customer's sole and entire responsibility to perform tax payments, Customer agrees that Tample may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with Tample.
- 37.4. Customer is aware that amounts that may be withdrawn by Customer from Customer's account are "gross amounts", from which Tample may deduct such taxes, and that Customer shall have no claim towards Tample with regard to such deductions.

### **38. INACTIVITY FEE**

- 38.1. Customer acknowledges that the Customer's trading account may be subject to a monthly inactivity fees unless prohibited by law. After 3 consecutive months of non-use ("Inactivity Period"), and every month upon the Inactivity Period, an inactivity fee will be deducted from the value of the Customer's trading account. The fees are outlined in the Admin Fees page presented in the Website.
- 38.2. Applicable fees are subject to change periodically.

### **39. ACCOUNT PROCEDURES - IDENTIFICATION**

- 39.1. Customer acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account.
- 39.2. Customer further acknowledges that Tample makes efforts to prevent fraud and to confirm Customer's identity.
- 39.3. Accordingly, Customer has provided Tample, or shall provide Tample promptly following the opening of the trading account, with certain identifying information and documents as shall be requested by Tample, including a copy of Customer's ID, a copy of Customer's utility bill (e.g., phone bill, property tax bill), and copies of both sides of Customer's credit card (in the event deposit has been made through credit card).
- 39.4. Customer confirms that Customer has provided true, accurate, current and complete information during the registration process, and that Customer has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed Customer's identity from Tample for any purpose.

### **40. WITHDRAWAL AND DEPOSIT PROCEDURES**

- 40.1. Customer further acknowledges and accepts Tample's procedures with respect to withdrawals and deposits to accounts as set forth below:

- (i) Withdrawal orders: The provision of documentation as may be required from time to time by

Anti Money Laundering regulations, credit card companies and Tample, is a prerequisite, prior to the execution of a withdrawal order.

- (ii) Customer acknowledges that withdrawals may take longer than expected for numerous reasons, some in Tample's control and some not.
- (iii) Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to the bank account at Tample's discretion. Withdrawals to bank account may take a longer time period, due to additional security procedures.
- (iv) Credit Card Deposits Variance: When choosing an account base currency other than USD, Customer's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by Customer in the account base currency. Customer hereby accepts that such variations may occur and hereby affirms that Customer shall not seek to object or charge this back.
- (v) When depositing by a Bank Transfer, as required by anti -money-laundering regulations, Customer is required to use a bank account, which is in Customer's country of residence and in Customer's name. Any withdrawal of funds, from Customer's Tample account to a bank account, can only be refunded to the same bank account that the funds were originally received from.
- (vi) Alternative payment methods (internet payment vendors; money transfer services; etc.): when depositing funds using a facility other than credit cards and/or banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. Tample, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti-money-laundering regulations.

#### 41. STATEMENTS

- 41.1. Customer hereby consents to receive account statements and trade confirmations online.
- 41.2. Customer is responsible for alerting Tample to any change in their e-mail address.
- 41.3. Customer will be able to generate Daily, Monthly and Annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc.
- 41.4. Hard copies of Monthly customer statements are available upon request only and may incur an additional charge.
- 41.5. Statements are deemed received when made available to customer by Tample, regardless of whether the customer actually accessed the statement.

41.6. This consent shall be effective until revoked by customer in writing and received by Tample according to this customer agreement.

#### **42. CONSENT TO ELECTRONIC SIGNATURE**

42.1. By electronically signing Tample's account agreement and related documents, Customer acknowledges receipt of the customer account letter, customer agreement and other documents contained as part of Tample's electronic account package and Customer agrees to be bound by their terms and conditions.

42.2. In addition, by signing Tample's account agreement and related documents, Customer is consenting to Tample maintaining and Customer receiving electronic records of Customer's trades and accounts.

#### **43. WAIVER AND AMENDMENT**

43.1. Customer understands, acknowledges and agrees that Tample may amend or change this Agreement at any time.

43.2. Tample will provide notice to Customer of any such amendment or change by posting the amendment or change on Tample's website or by sending an e-mail message to Customer at least 5 days before it takes effect.

43.3. Customer agrees to be bound by the terms of such amendment or change on that date.

43.4. In the event that Customer objects to any such change or amendment, Customer agrees to close Customer's open positions and instructs Tample regarding the disposition of all assets in Customer's account within ten (10) business days after notice of the amendment or change has been posted on Tample's website or otherwise notified Customer.

43.5. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Tample or failure of Tample's agents to assert its rights under this Agreement on any occasion or series of occasions.

43.6. No oral agreements or instructions to the contrary shall be recognized or enforceable.

#### **44. ENTIRE AGREEMENT**

44.1. This Agreement together with all references to Tample's policies and procedures made in this Agreement, and together with the Risk Disclosure Statement, Trading Conditions and Charges and Privacy Statement embodies the entire agreement between Tample and the Customer, superseding any and all prior written and oral agreements.

#### **45. ASSIGNMENT**

45.1. Customer may not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of Tample. Any attempted assignment or transfer in violation of the foregoing will be void. Tample may freely assign this Agreement.

## 46. GOVERNING LAW AND JURISDICTION

46.1. This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed and enforced in all respects in accordance with the laws of South Africa and Tample and the customer hereby irrevocably submit to the non-exclusive jurisdiction of the South African Courts.

## 47. BINDING EFFECT

47.1. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Tample irrespective of any change or changes at any time in the personnel of Tample or its successors, assigns, subsidiaries, affiliates or agents.

47.2. This Agreement including all authorizations, shall inure to the benefit of Tample and its subsidiaries, affiliates, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer.

47.3. Customer hereby ratifies all transactions with Tample effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

**CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.**

The website is operated by Tample Capital (Pty) Ltd (Reg. No. 2015/241042/07), an authorized financial services provider by the Financial Sector Conduct Authority (FSCA) of South Africa with FSP license number 46452 and with registered office at 377 Rivonia Blv, Rivonia, Sandton, 2128, South Africa.

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