

RISK POLICY

Luxe Trading Markets (Pty) Ltd

Date: 01 June 2024

Version: 1

This policy was drafted on the following:

Financial Advice and Intermediary Services Act (37 of 2002)

Financial Markets Act 19 of 2012

1. Purpose

This Risk Disclosure Policy ("Policy") outlines the potential risks associated with the use of OTC derivative contracts services (ODP) provided by Luxe Trading Markets (Pty) Ltd ("Company"). It is essential for all users and customers to thoroughly understand and acknowledge these risks before engaging in trading transactions. By using our services, you agree to comply with this Policy.

The Client assumes all risks associated with trading and acknowledges that no statutory compensation arrangements protect them in any circumstance.

Any information provided by the Company in documents, websites, or advertisements should not be considered financial advice.

Online trading on financial markets involves substantial risks, including the potential for both gains and losses. Clients are solely responsible for any losses and damages, which may result in the complete loss of invested capital. Clients should carefully evaluate the products' merits and risks, consider their own experience, knowledge, and financial capabilities, and avoid risking more than they can afford to lose.

2. Risks

2.1 Market Risks

- Price Fluctuation Risk: Digital currencies and payment tokens may experience significant price fluctuations. The value of these assets can increase or decrease rapidly, resulting in potential financial loss.
- Market Volatility: Market conditions can be highly volatile and unpredictable, affecting the stability and the value of digital assets. Users should be prepared for sudden price swings.

2.2 Security Risks

- Cybersecurity Threats: Digital payment platforms may be vulnerable to hacking, data breaches, and cyberattacks. These threats can result in the loss of funds or sensitive personal information.
- Phishing and Scams: Users should be cautious of phishing attempts and fraudulent schemes. Always verify the authenticity of communication and transactions to avoid falling victim to scams.

2.3 Regulatory and Compliance Risk

- **Regulatory Changes:** The legal and regulatory environment for digital payments can change rapidly. Users should stay informed about applicable laws and regulations in their jurisdiction, as non-compliance can lead to legal consequences.
- **Customer Verification:** Compliance with Know Your Customer (KYC) and Anti-Money Laundering (AML) Regulations is mandatory. Failure to provide accurate information or engage in suspicious activities may lead to account restrictions or closure.
- **Clients should be aware of and comply with any legal restrictions on completing operations on financial markets in their jurisdiction.**

2.4 Operational Risks

- **Technical Issues:** System outages, downtime, or technical glitches can disrupt ODP services. Users should have contingency plans in place for such events.
- **Transaction Confirmation:** Ensure that all transactions are accurately confirmed before completion. Mistaken transactions may not be reversible.

2.5 Loss of Funds

- **Loss of Private Keys:** Users are solely responsible for safeguarding their private keys or login credentials. Losing access to these credentials may result in permanent loss of funds.
- **Losses caused by Force Majeure events are exempt from the Company's responsibility.**

2.6 Customer Responsibility

- **Risk Acknowledgment:** By using our ODP services, users acknowledge and accept these inherent risks. It is your responsibility to conduct thorough research and make informed decisions.

3. Prohibition of Insider Trading

Definition: For the purposes of this Policy, "Insider Trading" refers to any trading activity involving the use of non-public, confidential, or material information about the financial instruments available on the ODP platform ("Inside Information") for personal gain or for the benefit of others.

3.1 Insider Trading is strictly prohibited on the ODP platform. The client shall not engage in any Insider Trading activities, including but not limited to:

- Use of Inside Information: Using Inside Information obtained through any means, such as confidential reports, non-public data, or unpublished financial results, for trading purposes.
- Sharing Inside Information: Sharing, disclosing, or providing Inside Information to any third party, including other ODP platform users, for the purpose of facilitating Insider Trading.
- Manipulative Practices: Engaging in manipulative practices, including spreading false or misleading information to manipulate the market prices of financial instruments available on the ODP platform.

3.2 Consequences of Insider Trading:

- Luxe Trading Markets reserves the right to immediately terminate the Client Agreement and suspend or close the Client's Trading Account if any form of Insider Trading is suspected or detected.
- Luxe Trading Markets may report any instances of Insider Trading to relevant regulatory authorities and cooperate fully with any investigations. The Client shall be solely responsible for any legal consequences arising from Insider Trading.
- Client's Responsibility: The Client acknowledges that they have a personal responsibility to ensure compliance with all applicable laws and regulations related to insider trading and securities trading in their jurisdiction. The Client shall also promptly report any suspicious activities related to Insider Trading to Luxe Trading Markets.

4. Leverage

Trading leveraged financial instruments involves substantial risk. Under margin trading conditions, even slight market movements can significantly impact a Client's Trading Account due to leverage.

Clients should consider the possibility of total loss of Initial Margin and any additional funds deposited to maintain Open Positions if the market trend goes against them.

The Client bears full responsibility for the risks, financial resources, and chosen trading strategy. Instruments traded within wide intraday price ranges carry a high probability of both profit and loss.

5. Trading Platform

The Client acknowledges that only one Request or Instruction is allowed in the queue at a time, and subsequent Requests or Instructions will be ignored once a Request or Instruction has been sent.

The Client should rely on the server for accurate quoting information, as the quote base in the Client terminal may not always be reliable due to potential connection issues.

Closing the window for placing/modifying/deleting an Order or opening/closing a position will not cancel the Instruction or Request sent to the server.

The Client should be cautious of executing unplanned Transactions if multiple Instructions are sent before receiving results from previously sent Instructions. When modifying a pending Order, simultaneous modification of Stop Loss and/or Take Profit levels will only affect the respective levels on the position opened by that Order.

1. Warning

Before using the Company's services, Clients should thoroughly read and understand the client agreement, considering their objectives, financial situation, and needs. It is crucial to fully comprehend the possible outcomes of trades and employed strategies. Trading on margin carries a high risk, including the potential loss of trading funds. Clients must be aware of all risks involved, considering their awareness of financial markets, trading experience, economic capabilities, and other relevant factors. If a client is unsure or does not comprehend the risks associated with online trading, consulting an independent, professional, and licensed financial advisor is strongly recommended.

2. Contact Information

If you have any questions or concerns regarding this Risk Disclosure Policy, please contact our customer support team at support@luxemarkets.forex