



ZIVALEA (PTY) LTD

# CLIENT AGREEMENT

(TERMS & CONDITIONS)

November 2024



## 1 INTRODUCTION

### 1.1. Parties to the Agreement

This Client Agreement (the "Agreement") is entered into between Zivalea (Pty) Ltd, a company incorporated in South African with registration number 2023/147262/07, operating under the brand name FXSI (referred to as "the Company", "we", "our", or "us"), and any natural or legal person who has registered and been approved by the Company's Compliance Department to open a trading account (referred to as "the Client" or "you"). The Company is a Financial Services Provider (FSP) licensed and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa under license number 54231. The Company's registered address is CNR William Nicol Broadacres Drive, Regus Dainfern Square, 1st Floor, Johannesburg, Gauteng, 2055.

### 1.2. Agreement Overview

This Agreement, together with all relevant Legal Documents available on the Company's website <https://fxsi.com/> governs the legal relationship between the Company and the Client. Before engaging in any transactions with the Company, the Client is required to read, understand, and accept the terms outlined in this Agreement and the aforementioned legal documents.

### 1.3. Acceptance of the Agreement

By accepting this Agreement, the Client acknowledges having read, understood, and agreed to the terms and conditions stated herein and in the Legal Documents available on the Company's website. This Agreement is legally binding without the need for a physical signature from either party.

### 1.4. Legally Binding Nature of the Agreement

Upon the Client's acceptance of this Agreement, a legally binding contract is formed between the Client and the Company. The terms and conditions outlined in this Agreement and the associated Legal Documents will govern the relationship between the parties, superseding any previous agreements, representations, or understandings, whether written or oral. This includes any statements made by the Company's employees or agents. Neither party's actions, including verbal exchanges, will alter or override the provisions of this Agreement.

### 1.5. Amendment of the Agreement

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The Company reserves the right to amend or modify this Agreement at its sole discretion at any time, without prior notice to the Client. Any amendments will be posted on the Company's website, and it is the Client's responsibility to regularly review the Agreement for any changes. Continued use of the Company's services after any amendments have been made constitutes the Client's acceptance of the revised terms.

### **1.6. Compliance with Applicable Laws and Regulations**

This Agreement is subject to all applicable laws and regulations ("Applicable Laws and Regulations"). Accordingly, the following provisions shall apply:

- This Agreement shall not exclude or limit any obligations the Company must comply with under Applicable Laws and Regulations.
- The Company reserves the right to take, or refrain from taking, any action it deems necessary to ensure compliance with Applicable Laws and Regulations.
- The Client acknowledges that all Applicable Laws and Regulations, as well as any actions taken by the Company to ensure compliance, shall be binding upon the Client.

### **1.7. Communication and Language**

This Agreement is provided in English, which will be the official language of communication between the Company and the Client throughout the duration of this Agreement. Unless otherwise agreed in writing, all notices, instructions, and other communications from the Company to the Client will be sent to the address, phone number, or email address provided by the Client during account registration or as updated thereafter.

Both the Company and the Client agree that any communication exchanged between them, including those conducted through electronic signatures, the Company's website, or any of the Company's electronic services, shall be considered legally binding and enforceable as if executed in writing.

## **2 REGULATION**

### **2.1. Compliance with Applicable Regulations**

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This Agreement, along with all Transactions and the scope of Services provided under it, is governed by and subject to the Applicable Regulations. As such:

- Nothing in this Agreement shall limit or exclude any obligation the Company has towards you under the relevant laws and regulations.
- The Company reserves the right to take or refrain from taking any actions deemed necessary to ensure full compliance with Applicable Laws and Regulations.
- All Applicable Laws and Regulations, as well as any actions taken or omissions made by the Company in adherence to these regulations, shall be binding on you.
- Actions or omissions by the Company undertaken in compliance with Applicable Laws and Regulations shall not render the Company, or its directors, officers, employees, or agents, liable for any consequences arising from such compliance.

In addition to the Company's obligations under applicable South African laws and regulations, the Client acknowledges and agrees that they are solely responsible for ensuring compliance with any laws and regulations applicable in their own jurisdiction. The Client shall not engage in any activity that may violate the laws or regulations of the country in which they reside or are domiciled. The Company shall not be held liable for any legal issues or consequences arising from the Client's failure to comply with such local laws and regulations.

## **2.2. Regulatory Actions and Mitigation**

In the event that a Regulatory Body takes any action affecting a Transaction, the Company may, at its reasonable discretion, take any necessary measures to align with such action or to mitigate any resulting losses. Any actions taken by the Company in this regard shall be binding on you. Should a Regulatory Body initiate an enquiry concerning any of your Transactions, you agree to fully cooperate with the Company and provide any requested information promptly to facilitate the enquiry.

## **3 COUNTRY OF DOMICILE**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. The Company agrees to adhere to all relevant and applicable laws

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in the Republic of South Africa for all purposes under this Agreement. This includes, but is not limited to, matters related to client complaints, legal proceedings, statutory obligations, and any form of communication or correspondence.

## 4 COMMENCEMENT AND DURATION OF THE AGREEMENT

### 4.1. Commencement of the Agreement

This Agreement shall become effective upon the Company's issuance of an email confirming that the Client's profile has been successfully verified and the Trading Account has been activated. Account activation will occur upon the successful completion of the Company's due diligence procedures, in compliance with applicable regulatory requirements.

### 4.2. Client's Right to Terminate

The Client may terminate this Agreement at any time by providing written notice to the Company. Upon closure of the Client's account, the Company shall retain the Client's records for a minimum period of five (5) years from the termination date, in accordance with applicable legal and regulatory obligations.

### 4.3. Company's Right to Terminate

Notwithstanding the Company's right to terminate this Agreement immediately and without prior notice as per the terms herein, the Company may also terminate this Agreement by providing the Client with no less than three (3) Business Days' written notice.

### 4.4. Immediate Termination by the Company

The Company reserves the right to terminate this Agreement immediately, without the requirement of providing three (3) Business Days' notice, in the event that an Event of Default occurs, at the Company's sole discretion.

### 4.5. Outstanding Liabilities Upon Termination

Upon termination of this Agreement, the Client shall remain liable to the Company for any outstanding fees, charges, or other amounts owed, including any costs or expenses incurred due to such termination, as well as any other obligations arising during the settlement of outstanding liabilities.

### 4.6. Deduction of Outstanding Obligations

The Company is entitled to deduct any outstanding amounts owed by the Client from the Trading Account at the time of termination.



## 5 CLIENT'S ACCOUNTS

- 5.1. To utilize the Company's Trading Platform and services, the prospective Client must first register for an account with the Company.
- 5.2. **Agreement Acceptance:** Prior to opening an account, the prospective Client is required to read, understand, and accept this Agreement, along with all relevant legal documents available on the Company's website.
- 5.3. **Account Registration:** To open an account, the prospective Client must complete the online registration form available on our website, <https://fxsi.com/>, and submit the required details.
- 5.4. **Document Submission:** During the account registration process and/or during ongoing monitoring, the prospective Client will be asked to provide certain information and documents. These documents may include:
  - I. **For individuals:**
    - Identification document (e.g., passport, ID Card)
    - Proof of Address (e.g., utility bill, bank statement)
  - II. For Entities:
    - Documents including Registration Number, Registered Address, Date of Incorporation, Shareholders, Directors, and Memorandum & Articles of Association.
    - LEI Number.
    - Power of Attorney for the person operating the Trading Account.
    - Proof of Address and Proof of ID for all directors, shareholders, and the person operating the Trading Account.

A more exhaustive list of documents will be provided upon request; The Company reserves the right to request additional documents if deemed necessary to comply with applicable laws and regulations;

- 5.5. **Document Submission Method:** If the prospective Client is unable to upload the required documents via the platform, they may submit them via email, following the online application submission.
- 5.6. **Account Activation:** Once the Compliance Department has reviewed and approved the application, the Client will receive an email notification confirming the activation of their Trading Account.
- 5.7. **Right to Reject:** Notwithstanding the above, the Company reserves the right to reject any application at its sole discretion. If false or misleading information is knowingly

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or unknowingly provided, the application will be rejected. The Company also reserves the right to report such actions to the relevant competent authorities in South Africa or elsewhere.

- 5.8. **Account Termination:** The Company may also terminate a Client's account if false or inaccurate information is discovered after activation. In such cases, the Client may be subject to legal action, and the Company reserves the right to take appropriate steps, including reporting to the relevant authorities.
- 5.9. **Changes to Client Information:** The Client is obligated to notify the Company promptly of any changes to the information provided during registration (e.g., name, address, gender), and such notification must be made no later than fourteen (14) calendar days from the date of the change.
- 5.10. **Verification Process:** As part of the Company's compliance with anti-money laundering (AML) regulations and Know Your Customer (KYC) obligations, the Client's information and documents will be verified before an account is activated. The Company may request additional documents or clarification during this process.
- 5.11. **Data Privacy and Security:** The Company is committed to protecting the Client's privacy and ensuring that all personal and financial information provided is securely stored and processed in accordance with applicable data protection laws and regulations.

## 6 JOINT ACCOUNTS

- 6.1. **Joint and Several Liabilities:** In the event that the Client consists of two or more individuals, the liabilities and obligations under this Agreement shall be joint and several. This means that each individual constituting the Client is independently responsible for the entire debt or obligation owed to the Company, as well as collectively with the other individuals. Any notice or communication issued to any one of the individuals constituting the Client shall be deemed to have been duly issued to all individuals comprising the Client. Similarly, any Order placed by any one of the individuals constituting the Client shall be considered as having been placed by all such individuals.
- 6.2. **Death or Mental Incapacity of an Account Holder:** In the event of the death or mental incapacity of any individual constituting the Client, all funds held by the Company, or its Nominee shall be managed in accordance with the instructions of the surviving individual(s). The surviving individual(s) shall assume all obligations and

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liabilities owed to the Company. The Company may require official documentation, such as a death certificate or a legal declaration of mental incapacity, to proceed with any necessary actions.

- 6.3. **Rights of Surviving Account Holders:** In the event of the death or mental incapacity of an account holder, the surviving individual(s) will have the right to instruct the Company on how to manage the account and withdraw funds. The surviving individual(s) will be liable for any obligations and liabilities, and the Company reserves the right to require additional documentation to verify the legal status of the surviving account holders.
- 6.4. **Dispute Between Account Holders:** In case of a dispute between the account holders, the Company reserves the right to suspend the account and take no further action until a resolution is reached, or the parties provide written confirmation of their agreement on how to proceed. The Company may require legal documentation to resolve any disputes and will not be held liable for any loss or damage resulting from such a dispute.
- 6.5. **Closure of Joint Accounts:** If the Client consists of more than one individual, any account closure or changes to the account must be agreed upon by all account holders unless the Company is notified otherwise, in which case further verification or documentation may be required to ensure the request is legitimate.

## 7 SERVICES

- 7.1. The Company provides Over-the-Counter Derivatives in the form of Contracts for Difference (hereinafter referred to as "CFDs"). The Client acknowledges that trading CFDs involves a high degree of risk due to the leverage employed, which may lead to the rapid and complete loss of the Client's invested capital. By investing in CFDs, the Client does not acquire any ownership rights over the underlying asset. Rather, CFDs are tradable contracts between the Client and the Company, allowing the Client to speculate on price movements of various underlying assets, including, but not limited to, indices, commodities, foreign exchange (forex), and stocks, without the need to own the actual underlying asset. There is no physical delivery of any goods or securities in relation to CFDs. The Client understands that leverage increases both potential profits and losses and is aware of the risks associated with its use.

- 7.2. The Company shall operate with the Client strictly on an execution-only basis. The Company will not, at any time, provide investment advice in connection with the

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Client's transactions, nor will the Company monitor the status of existing transactions or evaluate the suitability of any transaction for the Client. The Client acknowledges and agrees that the Company will not provide regulatory, tax, or any other type of advice. It is the Client's responsibility to seek independent advice or rely upon their own judgment regarding the appropriateness of any transaction entered into under this Agreement.

- 7.3. Without prejudice to the foregoing, by requesting the Company to execute any transaction, the Client represents that they have been solely responsible for conducting an independent appraisal and investigation into the risks associated with the transaction. The Client further represents that they possess the necessary knowledge, market sophistication, and experience to evaluate the merits and risks of the transaction and confirm that they have reviewed and accepted the Company's Risk Disclosure related to the financial instruments and markets available on the Company's website. The Company does not warrant or represent the suitability of the products offered under this Agreement and shall assume no fiduciary duty towards the Client. The Client agrees that it is their responsibility to assess their risk tolerance and seek appropriate advice.
- 7.4. Should an employee or representative of the Company express an opinion regarding any financial instrument or transaction, the Client agrees that such an opinion does not constitute investment advice, and that the Client shall not rely on such opinions in making their decisions.
- 7.5. The Company may provide general information about the market, processes, or risks associated with transactions or financial instruments, which may be published on the Company's website. Such information:
  - i. Is intended to assist the Client in making their own independent investment decisions and does not constitute financial advice; and
  - ii. Is subject to change at the Company's sole discretion and may be withdrawn without prior notice.
- 7.6. The Client acknowledges that past performance and forecasts are not reliable indicators of future results. The Client further acknowledges that any charts, market movement information, past performance results, or forecasts provided by the Company are indicative only and may not represent actual prices, market movements, or values. The Company makes no representation or warranty as to the accuracy, completeness, or reliability of such materials. The Client agrees that any



decisions to incorporate such materials into their trading strategies are made at the Client's sole discretion, and the Company shall not be held liable for any resulting losses or damages.

- 7.7. The Company makes no representation or warranty as to the accuracy or completeness of the information referenced in Clause 7.5 above. The Client agrees to independently verify any information before acting upon it.
- 7.8. The Company may offer the Client the option to open and execute trades using a demo account. The Client acknowledges that execution in a demo account environment may produce different outcomes than in a live trading environment. The Company shall not be liable for any loss or other damages that the Client may incur as a result of these differences.

## 8 TRADING PLATFORM – ACCESS, USE, SAFETY

- 8.1. The Company shall grant you a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to install and use the Trading Platform solely for your personal use in accordance with this Agreement. This license is granted solely for the purpose of facilitating your trading activities and does not transfer any ownership rights in the Platform.
- 8.2. The Platform, including all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, buttons, color schemes, graphics, and data names, constitutes the sole and exclusive intellectual property of the Company or third parties and is protected by applicable local and international intellectual property laws and treaties. You agree not to take any action that would infringe upon or interfere with the Company's intellectual property rights.
- 8.3. The Platform may incorporate software provided by third parties, which is offered "as is" without any warranty. Should third-party software be included within the Platform, it shall be subject to the terms of this Agreement. You agree to comply fully with any third-party software license terms provided by the Company and acknowledge that the Company is not responsible for the functionality of third-party software.
- 8.4. The Company retains all rights to the Platform not expressly granted to you under this Agreement. The rights to the Platform are licensed to you, not sold, and all ownership rights to the Platform remain the property of the Company or its licensors.
- 8.5. The Company reserves the right to shut down the Platform(s) for maintenance purposes at its discretion, without prior notice. Such maintenance will generally

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occur on weekends unless urgent circumstances necessitate otherwise. During maintenance periods, the Platform(s) may be inaccessible.

- 8.6. The Company may, at its discretion, add to, modify, or remove any part of the Platform without liability. The Company will make reasonable efforts to replace any modified or removed part of the Platform with an equivalent, where practicable, but is not obligated to do so.
- 8.7. It is your responsibility to understand and evaluate the Platform before engaging in trading activities. The Company does not warrant that the Platform is free from bugs, defects, or interruptions.
- 8.8. The Company shall not be liable for any losses to your Account resulting from a Platform 'hack' or unauthorized use of your data due to the Company's negligence, except where such losses arise from a failure by the Company to implement adequate security measures. Similarly, the Company shall not be liable for any losses resulting from your negligence or failure to maintain the confidentiality of your data, including access credentials.
- 8.9. You are solely responsible for providing and maintaining the necessary compatible equipment to access and use the Platform(s), including at least a personal computer, mobile phone, or tablet (depending on the Platform), internet access, and any associated fees. You are also responsible for ensuring that your equipment is secure and free from malware or viruses.
- 8.10. You warrant that you have implemented appropriate security measures to protect your computer, mobile phone, or tablet from viruses, malware, or other harmful materials. You agree to take necessary steps to prevent the transmission of harmful materials to the Platform from your devices, including using up-to-date antivirus software and firewalls.
- 8.11. The Company shall not be liable for any failure or damage to your computer, system, internet connection, mobile phone, or tablet, including issues related to viruses or data integrity problems resulting from hardware mismanagement, user error, or failure to secure your devices.
- 8.12. With respect to any market data or other information provided by the Company or its third-party providers:
  - i. The Company and its third-party providers disclaim all express or implied warranties and are not liable for any inaccuracies or incompleteness in such data or information.

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- ii. The Company and its third-party providers are not liable for any actions taken or not taken based on the provided data or information. You acknowledge that past performance or forecasts are not reliable indicators of future results, and any reliance on such data is at your own risk.
- 8.13. Regarding Contracts executed through the Platform:
- i. The Company shall not be liable for any losses, expenses, costs, or liabilities arising from Platform failures, unavailability (including planned maintenance), data or service interruptions, transmission failures, or technical errors, except where such errors were caused by fraud, willful default, or negligence.
  - ii. The Company shall not be liable for any removal of profits or losses due to quote errors resulting from typing errors, feed errors, or incorrect information entry, except where such errors were caused by fraud, willful default, or negligence.
  - iii. You acknowledge that electronic services may be subject to events affecting access to Company systems, such as interruptions or blackouts. The Company is not liable for damages or losses resulting from such events beyond its control or for any other related losses, including loss of profit.
  - iv. The Company is entitled to correct your Account based on the market value of the relevant underlying asset at the time of error.
  - v. You are responsible for all Orders and the accuracy of all information sent via the Platform using your name, password, or other means of personal identification.
  - vi. You must keep all passwords confidential and ensure that no unauthorized persons access your Account.
- 8.14. In the event of delays, disruptions, or outages related to the Platform or electronic communications, you must convey any order requests via approved communication methods. The Company is not obligated to accept client requests made outside of the Platform, and requests will be processed on a first-come, first-served basis. The Company is not liable for any delays or orders placed through verbal instructions.
- 8.15. You agree to:
- i. Use the Platform only as authorized under the license granted.
  - ii. Use the Platform solely for lawful purposes.
  - iii. Restrict use of the Platform to its intended purpose under this Agreement.



- iv. Be responsible for all transactions and use of the Platform (including Access Data).
  - v. Log out of the Platform when your access terminal is unattended to prevent unauthorized access.
- 8.16. The following actions are strictly prohibited in relation to the Platform(s):
- i. Using software that applies artificial intelligence analysis to Company systems and/or Platform(s).
  - ii. Intercepting, damaging, or modifying any communication with the Company.
  - iii. Using any form of code designed to harm, delete, or disassemble the Platform or communication systems.
  - iv. Sending unsolicited commercial communications is not permitted by applicable law.
  - v. Engaging in actions that may damage or disrupt the Company's systems or Platform(s).
  - vi. Unlawfully accessing, reverse engineering, or circumventing security measures applied to the Platform(s).
  - vii. Performing actions that could enable unauthorized access or use of the Platform(s).
- 8.17. The Company may provide Trading Platforms and associated software, databases, and technical facilities for managing multiple trading accounts. You represent and warrant that you will not use the Trading Platforms to manage accounts not belonging to you.
- 8.18. Upon enabling your Account, the Company will provide Access Data for accessing the Platform and conducting transactions. You must take reasonable measures to maintain the confidentiality of all information, including Access Data, to prevent unauthorized use. The Company advises against using public computers for login and stresses the importance of logging out after use. The Company is not liable for any losses resulting from unauthorized use of your Access Data.
- 8.19. You agree to notify the Company immediately if you suspect that your Access Data or Client Account number has been disclosed to an unauthorized person. The Company will take steps to prevent further unauthorized use and issue replacement Access Data. You will be unable to place Orders until you receive the replacement Access Data.



- 8.20. You agree to cooperate with any investigation the Company may conduct into misuse or suspected misuse of your Access Data.
- 8.21. The Company reserves the right to restrict or limit your access to the Platform or deactivate your Account as deemed necessary for the effective operation of its systems or to protect its Clients' interests. This includes cases where the Company suspects unauthorized use or has credible information that your Access Data may have been accessed by unauthorized third parties.
- 8.22. The Company is entitled to rely on and act upon any Order given using the Access Data on the Trading Platform(s) or via phone, subject to this Agreement. Such Orders will be binding upon you. You are liable for all orders placed using your Access Data and any such orders will be considered as originating from you. If a third party is authorized to act on your behalf, you remain responsible for all orders placed through the representative's Access Data.

## 9 MARGIN REQUIREMENTS

- 9.1. As a prerequisite for entering into a CFD Transaction, the Client must deposit Margin to secure their liability for potential losses arising from the Transaction.
- 9.2. The Margin requirement remains in effect throughout this Agreement. The Client is responsible for ensuring sufficient Margin is available in the Account. If at any time the Margin in the Account is insufficient to meet the Margin requirement, the Client must either reduce Positions or transfer additional funds. If the Margin Level remains insufficient, the Company retains the right, at its sole discretion and in accordance with applicable regulations, to close one or more of the Client's Positions, or a portion thereof, without liability to the Client.
- 9.3. If the Margin Level reaches the Stop Out Level, the Company will automatically close Positions to restore the Margin Level to a level above the Stop Out Level, at the prevailing prices, subject to Slippage.
- 9.4. The Company calculates Margin requirements separately for each Trading Account the Client holds.
- 9.5. The Client may request to transfer funds between multiple Trading Accounts, provided the Account to which funds are transferred has a sufficient free balance.
- 9.6. The Company reserves the right to widen variable spreads, adjust leverage, modify swap rates, and/or increase Margin requirements without prior notice, especially



under specific market conditions or in response to fundamental events affecting market liquidity.

- 9.7. The Client may withdraw Free Margin (funds not used for Margin coverage) from their Account without closing it.

## 10 ORDERS AND EXECUTION

- 10.1. The Company may, from time to time, accept Client orders through various methods, including but not limited to telephone communication and other methods at the Company's discretion.
- 10.2. Orders may be placed via the Platform or by telephone, utilizing your Access Data, provided that all Essential Details are supplied in both instances. All instructions, requests, or orders received via telephone shall be binding. Telephone orders will be recorded, and such recordings shall remain the exclusive property of the Company. These recordings shall be accepted by you as conclusive evidence in any legal dispute and/or complaint.
- 10.3. The Company shall use reasonable efforts to execute orders; however, it is acknowledged and agreed that transmission or execution may not always be achieved due to factors beyond the Company's control.
- 10.4. You acknowledge and agree that the Company may, at its sole discretion, add, remove, or suspend any Symbol or Market from the Platform, due to events such as takeovers, share consolidations/splits, mergers, spinoffs, nationalizations, de-listing, or name changes. Additionally, the Company may remove or suspend any Symbol or Market from the Platform at its sole discretion, with prior written notice to Clients with open positions on such Symbols or Markets. This notice shall specify the date and time of suspension. If the Client does not close open positions by the specified time, the Company will close them at the current market prices.
- 10.5. The Company reserves the right, at its sole discretion, to reject any order. The Company will notify you of any such rejection. Orders may be rejected if they are unclear, if there is an insufficient margin, or for any other reason deemed sufficient by the Company. Additionally, the Company may cancel orders for reasons including, but not limited to, order size, market conditions, Client's breach of this Agreement, violation of Applicable Regulations, or insufficient funds in the Trading Account.
- 10.6. All CFD trades are subject to minimum and maximum order size requirements, which vary by symbol type. These requirements are set out on the Company's Trading

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Platform and are updated periodically. It is your responsibility to review and become familiar with these details.

- 10.7. Orders such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop will be executed at the prevailing market price, which may differ from the price indicated in the order due to Slippage. Slippage may occur if the price indicated in the order is not available due to high volatility or market gaps. In such cases, the order will be executed at the first available price, regardless of whether the slippage is favorable or unfavorable, in a symmetrical and transparent manner (Symmetrical Slippage). In the event of communication or technical failures, or incorrect price feeds (e.g., price freezes or spikes), the Company reserves the right not to execute the order or to amend or cancel the order if executed.
- 10.8. The Company shall not be liable for any errors arising from quoting, execution, or other issues, including but not limited to dealer errors, misquotes, erroneous quotes due to hardware or software failures, or inaccurate data feeds from us or third parties. The list provided is not exhaustive. In the event of such errors, the Company reserves the right to make necessary corrections or adjustments to the affected account. Disputes arising from such errors will be resolved at the Company's sole discretion.
- 10.9. The Company has no obligation to contact you regarding appropriate actions in response to market condition changes. Following the execution of any transaction, you are solely responsible for monitoring your position and ensuring that further instructions are provided in a timely manner. The Company shall not be liable for any loss resulting from your inability or failure to do so.
- 10.10. You understand and accept that all orders are executed over-the-counter (OTC), meaning that no orders are executed on recognized exchanges or organized trading facilities. By accepting this Agreement and placing any order with the Company, you expressly consent to the execution of orders outside of a trading venue. This consent is given as a general agreement and not for individual transactions

## 11 COSTS, PAYMENTS AND CHARGES

### 11.1. Charges

The Client shall pay all charges agreed upon between the Client and the Company, including any fees or charges imposed by the Company or the Market Maker. A schedule of the Company's current charges is available on the Company's Trading Platform.

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### 11.2. Additional Costs

The Client acknowledges that there may be other taxes or costs arising from trading activities that are not imposed or collected by the Company. The Client is solely responsible for tax filings, returns, and reports required by any relevant authority and for the payment of all applicable taxes, including but not limited to transfer taxes or value-added taxes arising from their trading activities with the Company. The Company reserves the right to deduct or withhold any taxes from payments to or from the Client if required by applicable laws or regulations.

### 11.3. Payments

All payments due to the Company under this Agreement shall be deducted from the Client's Account and made in the base currency of the Client's Account.

### 11.4. Swap and Swap Fees

- a. Contracts for Difference (CFDs) are subject to swap fees (also referred to as rollover or overnight fees), which are the interest amounts added or deducted for holding a position overnight. These interest fees remain applicable even when markets are closed during weekends or public holidays. Weekend rollover fees are calculated and applied as a triple swap on Wednesdays. The Company applies its own interest rates, based on the overnight rates provided by its liquidity providers.
- b. Swap rates may vary in size and are subject to change at the Company's discretion, depending on market conditions. The Company reserves the right to transfer funds between the Client's Accounts or close open positions to settle any outstanding obligations owed by the Client.

### Formulas for Calculation SWAP Charges:

- A. By Interest (%) (In Asset's Base Currency):
  - CFD on Forex:  $\text{Swap} * \text{Lot} * \text{Contract} / 100 / 360$
  - CFD on Non-Forex:  $\text{Swap} * \text{Lot} * \text{Contract} * \text{Price} / 100 / 360$
- B. By Points (In Asset's Quote Currency):
  - CFD on Forex & Non-Forex:  $\text{Swap} * \text{Lot} * \text{Point Value}$
- C. By Money in Margin Currency (In Asset's Base Currency):
  - CFD on Forex & Non-Forex:  $\text{Swap} * \text{Lot}$

### 11.5. Spreads

The Client acknowledges and agrees to the following terms regarding spreads:

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- i. The Company may alter the spread at any time without prior notice.
- ii. There is no limit to the extent to which spreads may widen, as the Company reserves the right to increase or decrease spreads on Financial Instruments based on market conditions, the Client's profile, and account type.
- iii. Events such as changes in financial markets, news announcements, political and economic events, or periods of low liquidity may result in wider spreads. It is the Client's sole responsibility to stay informed of the prevailing spreads at all times.

#### **11.6. Changes in Costs, Payments and Charges**

- a. The Company reserves the right to modify commissions, costs, charges, financing fees, and swaps at its discretion, by providing the Client with at least seven (7) Business Days' notice of any material changes. This notice may be given via email, pop-up on the Trading Account, website announcement, or other durable medium. If the Client disagrees with the changes, they may terminate the Agreement immediately by written notice. However, the Company may modify terms without prior notice due to alterations in interest rates, tax treatment, or other valid reasons.
- b. The Company reserves the right, without prior notice, to widen variable spreads, adjust leverage, modify swap rates, and/or increase margin requirements under certain market conditions or Client order characteristics. This includes periods of extreme market volatility, when the trading desk is closed, or during fundamental market announcements. In such cases, the Client agrees to indemnify the Company for any losses arising from spread widening or leverage adjustments.

#### **11.7. Inactive and Dormant Accounts**

If the Client's Trading Account remains inactive for thirty (30) calendar days or more, the Company reserves the right to classify the account as dormant. The Company may impose a monthly fee on dormant Trading Accounts:

- 1st and 2nd calendar month of inactivity is charged 50 EUR/USD/GBP or 1000 ZAR fee per month.
- 3rd and 4th calendar month of inactivity is charged 100 EUR/USD/GBP or 2000 ZAR fee per month.
- 5th and 6th calendar month of inactivity is charged 200 EUR/USD/GBP or 4000 ZAR fee per month.



- 7th calendar month of inactivity and onward is charged 300 EUR/USD/GBP or 6000 ZAR fee per month.

The Inactive Trading Account fee applies under the following conditions:

- a. If the Client has more than one Trading Account and all are inactive, the Inactive Account Fee applies separately to each account.
- b. If the Client has multiple accounts and at least one is inactive, the fee applies to each inactive account.
- c. If the balance of an Inactive Trading Account is less than the prescribed fee, the fee will equal the remaining balance. The Company reserves the right to retroactively charge the Inactivity Fee for any month when it has the right to charge a. If the Client has more than one Trading Account and all are inactive, the Inactive Account Fee applies separately to each account.
- d. b. If the Client has multiple accounts and at least one is inactive, the fee applies to each inactive account.
- e. c. If the balance of an Inactive Trading Account is less than the prescribed fee, the fee will equal the remaining balance. The Company reserves the right to retroactively charge the Inactivity Fee for any month when it had the right to charge but did not due to technical reasons.

#### **11.8. Processing Fees**

The Company may charge a processing fee of USD 50 for account verification at its sole discretion.

## **12 RISK DISCLOSURE AND ACKNOWLEDGMENT**

### **12.1. General Awareness of Risk**

Before entering into a trading relationship with the Company, the Client affirms that they are fully aware of and understand the risks associated with trading activities. The Client acknowledges that these risks may result in significant financial losses and confirms that they possess the financial resources to bear such risks.

### **12.2. High-Risk Nature of CFDs**

Contracts for Difference (CFDs) are high-risk financial instruments that are traded on margin. Due to the volatility of the markets and the leverage involved, the potential for both gains and losses is substantial. As a result, the Client acknowledges that trading in CFDs carries the risk of losing the entire invested capital, and such products may

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not be suitable for every investor. The Client is strongly advised to seek independent financial advice before engaging in CFD trading.

### 12.3. Acknowledgment of Specific Risks

The Client hereby acknowledges, understands, agrees, and accepts the following specific risks associated with CFD trading:

- i. **Loss of Capital:** The Company cannot guarantee that the funds deposited by the Client will not be lost as a result of the Client's trading activities. The value of CFDs may fluctuate, and it is possible that the Client may lose the entirety of their investment.
- ii. **Market Fluctuations:** Irrespective of any information or materials provided by the Company, the Client understands that the value of any investment in CFDs may fluctuate dramatically due to market conditions, and there is a risk that the investment could lose all of its value.
- iii. **Potential for Substantial Losses:** CFDs are inherently high-risk investments, and the Client may incur significant losses in a short period of time. The Client confirms their willingness to assume such risks and recognizes that it is possible to lose more than the initial margin deposit if the market moves against them.
- iv. **Speculative Nature:** The Client acknowledges that trading in CFDs may be speculative in nature. As such, substantial losses may occur quickly and unexpectedly, potentially resulting in the total loss of the invested amount.

### 12.4. Leverage Risks

Due to the leveraged nature of CFDs, the Client understands that even small price movements in the underlying asset can lead to significant gains or losses. The use of leverage amplifies both potential profits and losses, which may exceed the initial margin deposit. The Client acknowledges that margin calls may be triggered if the value of the position moves unfavorably, and additional funds may be required to maintain the position.

### 12.5. External Factors and Market Risks

The Client acknowledges that external factors, including but not limited to geopolitical events, economic reports, political changes, and periods of low liquidity, may influence the prices of CFDs. These factors can lead to rapid and unpredictable market fluctuations, which may increase risk exposure. The Client is solely responsible for staying informed of prevailing market conditions.



#### **12.6. Responsibility for Financial Decisions**

The Company does not provide personalized financial advice. The information made available by the Company is for general informational purposes only. The Client acknowledges that they are responsible for their own trading decisions and should seek independent financial advice if necessary. The Company strongly advises the Client to consider their financial objectives, risk tolerance, and experience before engaging in CFD trading.

#### **12.7. Risk Management Practices**

The Client is encouraged to implement appropriate risk management practices to limit exposure to potential losses. These may include, but are not limited to, setting stop-loss orders, monitoring open positions frequently, and adjusting position sizes to ensure that potential losses remain within acceptable limits. The Company recommends that the Client review their risk exposure regularly and make adjustments as necessary based on prevailing market conditions.

#### **12.8. Margin Calls and Stop-Out Levels**

If the Client's margin level falls below the required threshold due to adverse market movements, the Client may receive a margin call. If the margin call is not met in a timely manner, the Company reserves the right to automatically close positions to prevent further losses. The Client acknowledges that such actions may be taken without prior notice, depending on market conditions.

#### **12.9. Technology and System Risks**

Trading CFDs relies on the functionality of electronic trading platforms and systems. The Client understands that these systems may experience disruptions, delays, or technical failures that could affect the execution of orders. The Company is not liable for any losses resulting from such failures. The Client is encouraged to monitor their positions closely, especially during periods of high market volatility or when there are known system issues.

#### **12.10. No Guarantee of Profit**

The Client understands that, despite the potential for profits, there is no guarantee of success in trading CFDs. The Company does not guarantee any specific return on investment, and the Client accepts the inherent risk of loss when engaging in CFD trading.



### 13 NEGATIVE BALANCE PROTECTION

CFDs are leveraged financial instruments that carry a high level of risk and may result in the complete loss of the Client's invested capital. Notwithstanding this, the Company offers Negative Balance Protection to all eligible Clients. This means that an eligible Client will not incur losses exceeding their total invested capital.

### 14 CLIENTS FUNDS

- 14.1. Following verification and approval by the Compliance Department, you are required to deposit sufficient clear funds into your Account to commence trading. The amount of the initial deposit will depend on the type of Account you select (further information regarding account types can be found [here](#)).
- 14.2. The Company shall maintain Client funds with reputable financial institutions (e.g., banks) in segregated omnibus accounts. This means that Client funds will be kept separate from the Company's own funds and will not be used to satisfy any of the Company's obligations under any circumstances.
- 14.3. You may deposit funds into the Account at any time during the term of this Agreement. Deposits shall be made through methods and in currencies accepted by the Company, subject to the limitations specified on the Company's website or in your Account settings. The Company reserves the right to refuse any deposit that does not comply with the accepted methods.
- 14.4. The Company reserves the right to request documentation from you at any time to verify the source of funds deposited into your Account. The Company may reject a deposit, block your Account, or refuse to process any withdrawal request under the following conditions:
  - i. If the Company is not satisfied with the legality of the source of funds.
  - ii. If the provided documentation is insufficient.
  - iii. If you fail to provide the Company with any requested documents for identification purposes or any other reason, or if the Company is not satisfied with the documentation provided.
  - iv. If the Company reasonably suspects or has concerns that the submitted documents may be false or fraudulent.
  - v. If the deposit is made by an unauthorized third party, or if the Company has concerns that the funds were obtained through illicit activities.

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- 14.5. The Company reserves the right to reject a deposit, block your Account, or refuse to process any withdrawal request under the following conditions:
- i. If the Company reasonably suspects that the Client is involved in illegal or fraudulent activity.
  - ii. If the Company is informed that the credit or debit card (or any other payment method used by the Client) has been lost or stolen.
  - iii. If the Client makes deposits that, in the Company's absolute discretion, are deemed large, inconsistent, or raise suspicions of money laundering or terrorist financing.
  - iv. If the acquiring bank, issuing bank, or any third-party processor or payment service provider rejects the transaction.
- 14.6. To mitigate risks, the Company performs daily reconciliations of all Client funds to ensure proper allocation. The Company also monitors deposits for patterns that may indicate unusual activity.
- 14.7. The Company shall not be liable for the solvency, acts, or omissions of any institution where Client funds are held, regardless of jurisdiction. The Company is not responsible for any delays or issues caused by the institution holding the funds.
- 14.8. In the event of insolvency or analogous proceedings concerning a financial institution, the Company may only have an insolvency claim against the institution on behalf of the Client. The Client bears the risk that the funds received by the Company from such an institution may be insufficient to satisfy the Client's claims. The Company does not accept any liability for resulting losses.
- 14.9. You agree to assume full liability for your own funds if you provide the Company with incorrect or misleading details. The Company assumes no responsibility for funds not deposited directly into the Company's bank accounts.
- 14.10. You acknowledge and agree that no interest will be paid on the balance of your Account, regardless of whether the Company receives interest on deposits from financial institutions holding the funds.
- 14.11. Any deposits made to the Company's bank accounts will be credited to the Client's Account at the value date of the payment received, net of any charges or fees imposed by banks, account providers, or other intermediaries involved in the transaction process. The Company must verify that the sender is the Client or an authorized representative before making the funds available in the Client's Trading



Account. Otherwise, the Company reserves the right to refund or return the net amount received to the remitter using the same method as received.

- 14.12. Amounts corresponding to liabilities you owe to the Company, including those arising from misuse of negative balance protection, may be deducted directly from the balance of any of your Accounts under your profile.
- 14.13. Unless otherwise agreed in writing, any amount payable by the Company to you shall be paid directly to your Account held with the Company.
- 14.14. If funds you have sent are not deposited into your Account as expected, you must notify the Company and request an investigation into the missing funds. You agree that any charges for the investigation will be borne by you and deducted from your Account or paid directly to the investigating bank. You understand and agree that you must provide the Company with the requested documents and certificates to facilitate the investigation.
- 14.15. You have the right to withdraw any portion of the funds equal to the free margin available in your Account(s) to your bank account, subject to applicable restrictions and any other limitations on such withdrawals.
- 14.16. Withdrawal requests must be submitted by you through your Client Area. The Company will process your request as soon as possible but cannot guarantee the exact time of completion.
- 14.17. Deposits and withdrawals will be effective once our systems have processed the relevant credit or debit transactions to the applicable Account(s). While the Company will make reasonable efforts to ensure timely transfers, it cannot guarantee the duration of this process. The Company will not be liable for any delays or losses resulting from incorrect or incomplete information provided by you, or from delays imposed by third-party institutions.
- 14.18. The Company will process withdrawal requests after you have completed the withdrawal procedure, provided that the following conditions are met:
  - i. The withdrawal instruction includes all required information and identification details as may be required by the Company.
  - ii. The instruction specifies a transfer to the originating account (whether a bank account, payment system account, etc.) from which the money was originally deposited into the Client Account.





- iii. The amount specified in the withdrawal instruction, including all payment charges, exceeds the Client's Free Margin plus any other amounts due to the Company.
  - iv. There is no Force Majeure event preventing the Company from processing the withdrawal.
- 14.19. It is agreed and understood that the Company will not accept anonymous payments into the Client Account and will not make withdrawals to any third party or anonymous account.
- 14.20. The Company, at its sole discretion, reserves the right to refuse and decline any withdrawal instructions for reasons deemed appropriate. The Company also reserves the right to reasonably decline a withdrawal request based on the specific transfer method requested and may suggest an alternative method.
- 14.21. You acknowledge that the Company cannot be held liable for the duration it takes banks, financial institutions, or third-party payment solution providers to transfer funds to the Company or to the Client, and for when the Company or the Client will receive the funds.
- 14.22. If you receive funds from the Company in error, you agree to hold such funds until the Company retrieves them. Should you use any funds sent to you by mistake, the Company will have a claim on those funds, including any profits derived from their use. You agree to return any erroneous payments as soon as requested.
- 14.23. You understand and agree that the Company shall maintain a general lien on all funds held by the Company on your behalf until all your obligations are satisfied.
- 14.24. **Client Responsibility for Account Security:** You are responsible for ensuring the security and confidentiality of your account login details and credentials. The Company will not be held liable for any losses or unauthorized transactions resulting from your failure to safeguard your account information.
- 14.25. **Anti-Money Laundering (AML) and Compliance:** The Company complies with all relevant AML regulations and may request additional documentation to ensure compliance with such laws. If the Company has concerns regarding any transaction, including deposits or withdrawals, it reserves the right to delay or refuse the transaction to ensure compliance with AML obligations.
- 14.26. **Notification of Changes to Terms:** The Company reserves the right to update its policies and procedures concerning client funds at any time. You will be notified of



such changes, and continued use of your account will signify acceptance of the revised terms.

## 15 TRADING SIGNALS

- 15.1. The Company may, at its sole discretion, provide and/or make available trading signals ("Signals") generated by third parties through its Platform or other means. These Signals may be made accessible to Clients based on specific eligibility criteria determined and communicated by the Company. The Company reserves the right to amend or update these eligibility criteria from time to time, at its absolute discretion, without prior notice to Clients.
- 15.2. The Client acknowledges that the Signals provided by the Company are for informational purposes only and do not constitute investment advice, personalized recommendations, or any form of financial advisory services. The Company does not guarantee the accuracy, completeness, or reliability of the Signals and makes no representations or warranties regarding their effectiveness in achieving any specific trading outcomes. The Client understands that the Company does not provide any assurance or endorsement of any trading decisions made based on the Signals.
- 15.3. The Client acknowledges and agrees that past performance of the Signals, whether actual or simulated, is not a reliable indicator of future performance. There may be significant differences between the theoretical performance predicted by the Signals and the actual trading outcomes experienced by the Client. Numerous factors, such as market volatility, execution delays, and other unforeseen circumstances, can influence actual results, which may vary considerably. The Client understands that trading carries inherent risks, and no guarantee is made that the use of the Signals will result in profits or avoid losses.
- 15.4. The Client is solely responsible for the management of their trading account(s) and any trading decisions made, including the decision to act upon or disregard any Signals provided. The Company shall not be liable for any direct, indirect, incidental, special, or consequential losses, damages, or expenses arising from the Client's use or reliance on the Signals. The Client acknowledges that any reliance on such Signals is at their own risk.
- 15.5. The Company does not accept any liability for errors, omissions, delays, or non-delivery of notifications related to the Signals or calendar events. The Company also makes no guarantee that the methods, techniques, or indicators presented in the

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Signals will consistently lead to profitable trades or prevent losses. The Client agrees that it is their responsibility to verify and assess the quality and suitability of the Signals for their trading strategy and risk tolerance.

- 15.6. The Company reserves the right, at its sole discretion, to discontinue, alter, modify, or enhance the Signals service at any time and for any reason. This includes the right to change the form, content, delivery method, and availability of the Signals without prior notice to the Client. The Client acknowledges and agrees that the Company shall not be held liable for any consequences resulting from such changes, including any loss of access to, or loss in reliance on, the Signals.
- 15.7. The Company may, in its sole discretion, choose to charge fees for access to the Signals, or modify the fees for such access, and will notify Clients of any applicable charges. The Client understands that access to certain types of Signals may require a subscription or additional payment, and any such fees are non-refundable unless otherwise specified by the Company.

## 16 PROHIBITED ACTIONS

The Client is strictly prohibited from engaging in any of the following activities in relation to the Company's systems, Trading Platform, and/or Client account:

- i. The use of any software or automated tools, including artificial intelligence (AI) programs, algorithms, or bots, that are designed to gain an unfair advantage or exploit the Company's systems or Platform. The Company reserves the right to determine, at its sole discretion, whether any software or tools are being used in this manner. If such use is detected, the Company may take immediate corrective action, including but not limited to blocking access to its Services, revoking Access Data, and/or terminating the Client's Account. In these instances, the Company may seize any profits or revenues generated directly or indirectly from such prohibited activities and may impose additional fees. Furthermore, the Company reserves the right to notify relevant third parties or regulatory bodies about the Client's breach. The Company will continually develop and employ tools to detect fraudulent or unlawful use of its Services, and any disputes arising from such activities will be resolved solely at the Company's discretion, with its decisions being final and binding.
- ii. The use of software or tools that could severely impact the performance of the Company's servers, platforms, or services, or disrupt the Company's ability to deliver



optimal results for its clients in relation to order execution. If such activities are detected, the Company reserves the right to take appropriate actions, including blocking access to its Services, revoking Access Data, and/or terminating the Account. In such cases, the Company may liquidate any outstanding contracts or positions. The Client will also be prohibited from opening new trading accounts or engaging in trading with the Company. If a new account is opened due to a technical or human error, the Company retains the right to immediately close the account, nullify any profits or losses, and refund the original deposit, excluding deposit and withdrawal charges.

- iii. Engaging in or facilitating insider trading, market abuse, or other illegal or unethical trading practices, including but not limited to lag trading, server latency exploitation, price manipulation, time manipulation, scalping, or similar activities designed to gain an unfair advantage. This includes, but is not limited to, holding long and short positions in similar instruments simultaneously or through different accounts for manipulative purposes. Such practices are strictly prohibited, and the Company reserves the right to suspend or terminate any account involved in such activities, including the cancellation of transactions.
- iv. The deployment of viruses, malware, worms, Trojan horses, time-bombs, or other harmful code, software, or instructions designed to damage, disrupt, or disassemble the Platform(s) or the Company's communication systems. The Company will take immediate and appropriate action to protect its systems and may pursue legal remedies for any damage caused.
- v. The transmission of unsolicited commercial communications or the use of any promotional material not in compliance with applicable laws, regulations, or the Company's policies. This includes, but is not limited to, spam, phishing attempts, or any other unauthorized solicitation.
- vi. Unlawful access to, or attempts to reverse engineer, gain unauthorized access to, or circumvent the security measures applied by the Company to its Services, Platforms, or computer systems. Any such breach will result in immediate action, including blocking access, revocation of Access Data, and/or termination of the Account. Additionally, the Company reserves the right to seize any profits or revenues generated through prohibited activities and may notify relevant third parties or authorities.



- vii. The use of trading strategies that focus on profiting from minor price changes, including but not limited to sniping, scalping, or other high-frequency trading strategies intended to exploit price movements for short-term gains. The Company reserves the right to take action, including suspending or terminating the Client's Account, and nullifying any profits or losses from such activities.
- viii. The engagement in arbitrage, abuse, internal hedging, or any other deceptive or fraudulent trading practices, including those that suggest a lack of genuine interest in trading or market risk. Transactions and profits or losses resulting from such practices will be considered invalid. The Company reserves the right to suspend or terminate all trading accounts associated with such activities and cancel all transactions. The Client may be prohibited from opening new accounts or trading with the Company. If an account is opened due to error, the Company reserves the right to immediately close the account, void any generated profits or losses, and refund the original deposit (excluding charges).
- ix. The exploitation of internet connectivity delays or price feed errors for latency arbitrage purposes. The Company reserves the right to cancel any transactions resulting from such practices and may take corrective actions at its sole discretion to rectify any market discrepancies.
- x. The Client agrees to indemnify and hold harmless the Company and its associates, affiliates, employees, officers, and directors from any liabilities, losses, damages, costs, expenses, or legal fees arising from the Client's fraudulent or unlawful use of the Company's Services. This indemnity does not apply in cases where liabilities arise from the Company's gross negligence, fraud, or willful misconduct.

The Company reserves the right to take immediate action, including termination of the trading relationship, legal action, and reporting to relevant authorities or regulatory bodies, if any of the prohibited actions outlined above are detected.

## 17 CLOSE ONLY MODE

- 17.1. The Company retains the right to restrict your Trading Account to "close only" mode under the following circumstances:
- i. If an order submitted by you is deemed by the Company to be clearly erroneous, or if the Company reasonably suspects that open orders involve



prohibited, fraudulent, or illegal transactions, including but not limited to market manipulation or any unlawful trading practices.

- ii. If you fail to provide the documents and/or information requested by the Company within the specified time frame or if the provided documents or information are deemed insufficient or inaccurate by the Company.
- 17.2. Once your Trading Account is set to "close only" mode, you will be prohibited from opening any new positions or increasing exposure to existing positions. However, you will still be permitted to close, partially close, or reduce exposure on existing positions, subject to the Company's terms and conditions. This restriction is applied to mitigate potential risks to the Company's operations and ensure compliance with regulatory requirements.
- 17.3. The Company may reinstate full functionality to your Trading Account once the issues specified in Section 17.1 have been resolved to the Company's satisfaction. You may be required to provide updated documents or other information for the Company to verify that the conditions for reinstatement have been met. The decision to reinstate access shall be at the Company's sole discretion, and the Company is under no obligation to reinstate access if the issues are not adequately addressed.

## 18 RESTRICTION ON USE

The Company will not accept Clients who are:

- **Under 18 years of age** or under the age of legal consent for entering contractual arrangements under the laws of the relevant jurisdiction, whichever is higher, or who are not legally competent or of sound mind.
- **Residents** in any jurisdiction where the provision of Over-the-Counter instruments or the Company's services would be contrary to local laws, regulations, or restrictions. It is the Client's responsibility to ensure compliance with all local laws and regulations applicable to them.
- **Citizens** or residents of the United States of America, Canada, the European Union, Japan, Hong Kong (Legal Persons), or any country subject to international sanctions or trade restrictions. The Company reserves the right to deny service to individuals or entities from such jurisdictions, as well as those who may be subject to specific sanctions imposed by relevant authorities.

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- **Politically Exposed Persons (PEPs)**, as defined by relevant regulatory authorities, including individuals who hold or have held prominent public functions, their family members, or close associates, in accordance with anti-money laundering (AML) regulations.
- **Employees, directors, shareholders, agents, associates, affiliates, service providers, relatives, or individuals otherwise connected** to the Company, its subsidiaries, or affiliates, including any individuals who may have access to confidential information about the Company's operations.
- **Any other individual or entity** that the Company, at its sole discretion, deems unfit to engage in business with, for reasons including but not limited to reputational risk, legal concerns, or violation of the Company's internal policies.

## 19 PRIVACY POLICY

The Company is committed to safeguarding the privacy and confidentiality of its Clients' personal information. All personal data collected by the Company will be processed and stored in accordance with the provisions of the **Protection of Personal Information Act 4 of 2013 ("POPIA")** and any other applicable data protection laws.

The Company will only collect, store, and process personal information that is necessary for providing its services, ensuring compliance with regulatory requirements, and maintaining the integrity of its operations. The Company will take all reasonable steps to protect the confidentiality, security, and integrity of personal data through appropriate technical, administrative, and physical safeguards.

The Client acknowledges and consents to the processing of their personal information for the purposes outlined in the Company's Privacy Policy. For further details regarding how personal data is collected, used, stored, and protected, as well as the Client's rights regarding access to, correction, or deletion of their personal information, please refer to the Company's Protection of Personal Information Policy available on the Company's website.

## 20 ACKNOWLEDGMENTS

20.1. You acknowledge that you have read, understood, and agreed to the terms and conditions set forth in this Agreement and all related Legal Documents, including any amendments or updates. The Company reserves the right to amend or modify this

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Agreement at its sole discretion, at any time, and without prior notice. All amendments will be published on the Company's Website, and it is your responsibility to regularly review the Website for any such updates. Your continued use of the Company's services or execution of transactions after any amendments have taken effect constitutes your acceptance of the revised terms.

- 20.2. You acknowledge that your relationship with the Company shall be governed exclusively by this Agreement and all Legal Documents available on the Company's Website, which may be updated from time to time
- 20.3. You acknowledge that any market recommendations, opinions, and information provided by the Company, whether in the form of research, analysis, or commentary, do not constitute financial advice, personal recommendations, invitations to trade, solicitations, or offers to buy or sell any Contracts or financial instruments. While such information may be based on data from reputable sources or third-party market analysis providers, the Company makes no representation, warranty, or guarantee regarding the accuracy, completeness, or reliability of such information. The Company shall not be liable for any losses or damages arising from reliance on such information.
- 20.4. You acknowledge that the Company's official language for all communications, agreements, and documentation is English. Any translations provided are for convenience only, and the English version of this Agreement and Legal Documents shall prevail in case of discrepancies.
- 20.5. You acknowledge that the Company may, at its sole discretion, change the specifications of your Account without prior notice. Any such changes will be published on the Company's Website, and it is your sole responsibility to check the Website regularly for updates and to stay informed about any modifications to your Account or the terms of this Agreement.
- 20.6. You acknowledge that, unless explicitly stated otherwise, the Company does not offer any tax, legal, or financial advice. It is your sole responsibility to consult with independent legal, tax, and financial professionals to assess the potential impact of your trading activities and decisions.
- 20.7. You acknowledge that the Company may monitor, record, and retain your communications with the Company, including telephone calls, emails, and online chats, for training, quality assurance, and compliance purposes, as well as for ensuring that all transactions are conducted according to this Agreement. You further





acknowledge that such communications may be shared with regulators and other authorities if required.

- 20.8. You acknowledge that the Company has the right to refuse service or take corrective action, including restricting access to its Platform, if it reasonably believes that your conduct may violate applicable laws, regulations, or this Agreement. This includes, but is not limited to, actions deemed to be harmful to the interests of the Company, other clients, or the financial markets.
- 20.9. You acknowledge that the Company may, at its sole discretion, provide you with access to educational materials, research reports, and market analysis. However, you understand that such materials are for informational purposes only and should not be construed as guarantees of any future performance or outcomes. The Company makes no representations regarding the accuracy or reliability of such materials.
- 20.10. You acknowledge that, in the event of a dispute or claim arising from the use of the Company's services or under this Agreement, the Company's records and data shall be considered conclusive evidence of all transactions and communications unless proven otherwise by you.

## 21 EVENTS OF DEFAULT AND TERMINATION

21.1. The following shall constitute Events of Default:

- i. The Client fails to make any payments when due under this Agreement.
- ii. The Client fails to perform any obligations owed to the Company under this Agreement.
- iii. The Client's death or legal incapacity occurs.
- iv. The initiation by a third party of proceedings for the Client's bankruptcy (if the Client is a natural person), or for the Client's winding-up, or the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a legal person, trust, or partnership), or the commencement of any arrangement or composition with creditors, or any similar or analogous proceedings concerning the Client.
- v. Any representation or warranty made by the Client under this Agreement is or becomes untrue.
- vi. In any circumstance where the Company reasonably believes it is necessary to take action to prevent a violation of applicable laws, regulations, or

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- governing legislation, or to mitigate any perceived risk to the Company, its clients, or to ensure the adherence to good practices.
- vii. The Client engages in activities that the Company reasonably believes pose a significant risk to the Company's systems, business, or reputation, or any of the Client's actions may cause damage to the Company or violate applicable regulatory requirements.
  - viii. The Client's conduct, whether in trading, communication, or otherwise, is deemed by the Company to be abusive, fraudulent, or in violation of any applicable rules, including but not limited to manipulation of market prices or engaging in unfair practices.
- 21.2. If any Event of Default occurs, the Company may, at its sole discretion and without prior notice, take one or more of the following actions:
- i. Close or amend all or part of the Client's transactions at the closing level based on the market price at the time of closure.
  - ii. Close all trading accounts held by the Client with the Company, regardless of their nature, and refuse to enter into further dealings with the Client.
  - iii. Immediately demand payment of any amounts due and terminate this Agreement.
  - iv. If a balance is in the Client's favor upon termination, the Company shall pay such balance as soon as practicable, subject to any deductions related to the Client's outstanding liabilities. Where applicable, the Company may instruct any third-party custodian or intermediary to pay any amounts due to the Client.
  - v. Cancel, without prior notice, any of the Company's obligations to provide services to the Client.
  - vi. Initiate legal action against the Client in the event of a breach of this Agreement, provision of false information, the use of illegal funds for investments, or any other reason the Company deems sufficient to bring such legal action.
  - vii. In cases of suspected fraudulent activity or the use of prohibited funds, report the Client's details to relevant regulatory authorities and/or law enforcement agencies.



- viii. Suspend or limit the Client's access to their account or the Platform, including restricting the Client from making deposits or withdrawals until further notice or resolution of the issue.
- 21.3. The Company reserves the right to terminate this Agreement with the Client at any time, with immediate effect, and without providing any reason for the termination. The Company may freely determine the consequences of such termination for the Client's positions, without incurring any liability. Upon termination, the Company shall not execute any further orders from the Client.
- 21.4. In the event of the Client's death, if the Client's legal heirs wish to withdraw the remaining balance in the Account, they must provide the Company with official legal documentation from the relevant governmental authorities in the Client's jurisdiction. The Company, at its sole discretion, shall review such documentation and decide whether to permit the withdrawal. In the event of a dispute concerning the legal heirs' right to withdraw the balance, the Company reserves the right to request a court order to resolve the matter.
- 21.5. **Failure to Rectify Default:** If the Client fails to rectify any Event of Default within a reasonable period after receiving notice from the Company (which period shall not exceed 7 days unless otherwise stated), the Company reserves the right to take immediate action, including but not limited to:
- Closing the Client's positions.
  - Suspending or terminating the Client's access to services.
  - Withholding any payments due to the Client, including refunds, if applicable.
  - Initiating legal action for the recovery of outstanding amounts.
- 21.6. **Breach of Representation or Warranty:** If the Company reasonably believes that any representation or warranty made by the Client under this Agreement becomes false or untrue, this will be treated as an Event of Default. In such circumstances, the Company may immediately suspend or terminate the Client's account, close any open positions, and demand payment of all outstanding amounts.
- 21.7. **Failure to Cooperate or Provide Requested Information:** If the Client fails to cooperate with the Company's requests for information, documents, or verification within the period stipulated by the Company, this will be considered an Event of Default. Such non-cooperation may result in the suspension of the Client's account,



denial of access to services, and termination of the Agreement, subject to the Company's discretion.

## 22 SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, illegal, or in violation of any rule, regulation, or bylaw of any market or regulatory authority, such provision shall be deemed to be excluded from this Agreement from its inception. The Agreement shall then be construed and enforced as if the excluded provision had never been included.

The remaining provisions of this Agreement shall remain in full force and effect, and the legality or enforceability of any such provision in accordance with the laws and regulations of any other jurisdiction shall not be affected. Furthermore, any unenforceability of a provision shall not impair or affect the enforceability of the remaining terms or the intent of the Agreement, and both parties shall continue to honor their respective rights and obligations under the remaining valid terms.

## 23 NON-EXERCISE OF RIGHTS

The failure of either Party to pursue remedies for any breach, insist on strict adherence to any term or provision of this Agreement, or exercise any right or remedy to which that Party is entitled under this Agreement shall not be construed as a waiver of any such rights or remedies. Any waiver of a right or remedy must be expressly made in writing and signed by the Party granting the waiver to be effective. Failure to exercise any right at one time shall not prevent its exercise at any other time or in relation to any subsequent breach.

## 24 LIMITATION OF LIABILITY AND INDEMNITY

24.1. In the event that the Company provides any information, recommendations, news, transactional information, market commentary, research, charts, analysis, or price quotes to you (including, but not limited to, newsletters posted on the Website, emails, social media, or by any other means), the Company shall not, except in cases of fraud, willful misconduct, or gross negligence, be liable for any losses, costs, expenses, or damages incurred by you as a result of any inaccuracies or errors that may arise from such information.

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- 24.2. You agree to indemnify and hold harmless the Company, its affiliates, employees, agents, successors, and assigns from and against any and all liabilities, claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, incurred by the Company arising from, but not limited to, the following:
- a. Your failure to fully and timely fulfill your obligations under this Agreement.
  - b. Any trading decisions made by you or your authorized representative.
  - c. All Orders placed using your Access Data.
  - d. Any breach of this Agreement by you.
  - e. Any instance where your representations and warranties are found to be untrue or incorrect.
  - f. The Company's compliance with relevant laws and regulations, or its exercise of rights in accordance with applicable laws or this Agreement.
  - g. Acts, omissions, fraud, or negligence of any third party.
  - h. Any instructions provided to the Company by your authorized representative.
  - i. Any instructions that appear to the Company to have been given by your authorized representative.
  - j. Any acts or omissions, including negligence or fraud, on the part of you or your authorized representative.
  - k. Your reliance on certain functions such as Trailing Stop, Expert Advisor, or Stop Loss Orders.
  - l. Your engagement in social trading, where you automatically follow the orders of other traders.
  - m. Any abnormal market conditions or force majeure events.
  - n. Any delays, delivery failures, transmission failures of any order or communication, or any loss or damage resulting from the transfer of data via mobile or other communication networks outside the Company's control.
  - o. Any features, market data, or third-party content made available on the Company's website, Platform(s), emails, or other channels, which are provided on an "as is," "indicative," or "if available" basis.
  - p. Any delays or disruptions caused by technological limitations, systems errors, or third-party service provider issues that impact the Company's ability to provide uninterrupted service.
- 24.3. You further agree to promptly pay the Company all claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, incurred by the Company in

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enforcing any provision of this Agreement, any CFDs or other transactions hereunder, or any other agreements between you and the Company, as well as any collection efforts for amounts owed under such agreements. These expenses and losses may be withheld from your accounts or from any third-party accounts, if an investigation by the Company reveals that such third-party accounts are also linked to you.

- 24.4. The Company's cumulative liability to you shall not exceed the total fees paid by you to the Company under this Agreement in relation to the provision of the Services and use of the Platform(s).
- 24.5. The Company shall not be responsible for any harm resulting from your reliance on third-party content available through the Company's website, platform(s), or communications, including inaccuracies in third-party market data, analysis, or other such information.
- 24.6. The Company shall not be liable for any disruptions or inability to access the trading platform resulting from routine maintenance, software updates, or system upgrades, and it is your responsibility to ensure that your devices and network connections are adequate to access the platform reliably.
- 24.7. You acknowledge the inherent risks of using online trading platforms, including but not limited to risks associated with connectivity, data transmission, and device compatibility. The Company shall not be liable for any losses or damages arising from such risks.
- 24.8. In no event shall the Company be liable for indirect, incidental, or consequential damages, including loss of anticipated profits or business interruption, arising from the use of its services or the platform. The Company's liability is strictly limited to direct losses as specified in this Agreement.
- 24.9. The Company shall not be liable for any losses or restrictions resulting from regulatory or compliance changes, restrictions, or other legal actions imposed by authorities that may impact on the Company's services or your use of the platform.

## 25 ASSIGNMENT

- 25.1. The Company reserves the right to sell, transfer, assign, or novate, in whole or in part, any or all of its rights, benefits, or obligations under this Agreement, including the performance of the entire Agreement, to a third party, provided that it gives the Client fifteen (15) Business Days' prior written notice. This right may be exercised without limitation in circumstances including, but not limited to, a merger or acquisition of

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the Company, a reorganization of the Company, the winding up of the Company, the lapse of the Company's investment firm license, or the sale or transfer of all or part of the Company's business or assets to a third party. Upon such assignment or transfer, the Company shall be released from any further liability related to the Client's Account and Agreement, with all obligations assumed solely by the transferee or assignee.

- 25.2. In the event of any transfer, assignment, or novation as described in Section 25.1, the Company shall have the right to disclose and/or transfer all Client Information, which includes, but is not limited to, personal data, recordings, correspondence, due diligence and client identification documents, files, records, and Client trading history. Additionally, the Company may transfer the Client Account and Client Money as required, provided that it gives the Client fifteen (15) Business Days' prior written notice. The Company shall ensure that the third party receiving this information adheres to the relevant data protection regulations.
- 25.3. The Client may object to the provisions outlined in Sections 25.1 and 25.2 by providing written notice requesting termination of this Agreement. In such an event, the Company will close the Client's Account and return any remaining funds, subject to applicable fees or pending liabilities.
- 25.4. The Client acknowledges and agrees that, in the event of a transfer, assignment, or novation as described above, all obligations and rights under this Agreement shall be assumed by the third party, with whom the Client's relationship will continue under the same terms and conditions unless amended and duly notified.

## 26 FORCE MAJEURE

Force Majeure refers to unforeseeable and extraordinary events or circumstances beyond the control of the parties, such as natural disasters, system failures, political or social upheavals, sudden legal changes, epidemics, and similar events. These events may result in either a complete or partial inability to fulfill obligations agreed upon by the parties.

- 26.1. In the event of a Force Majeure, the Company shall not be held liable for any failure, hindrance, or delay in performance that arises directly or indirectly from circumstances beyond its control.
- 26.2. A Force Majeure Event includes, but is not limited to, the following:



- i. Government actions, outbreak of war or hostilities, threats of war, acts of terrorism, national emergencies, riots, civil disturbances, sabotage, requisition, or any other international calamity, economic or political crises that, in the Company's opinion, impede its ability to maintain an orderly market for one or more of the Financial Instruments on the Platform(s).
  - ii. Acts of God, including earthquakes, tsunamis, hurricanes, typhoons, accidents, storms, floods, fires, epidemics, or other natural disasters that render it impossible for the Company to provide its Services.
  - iii. Labor disputes or lock-outs affecting the Company's operations.
  - iv. Suspension of trading on a market, liquidation or closure of any market, imposition of minimum or maximum prices for trading on a market related to the Company's Quotes, imposition of limits or special terms on trading in any such market, or regulatory bans on activities (unless caused by the Company), including decisions by state authorities, governing bodies of self-regulating organizations, or organized trading platforms.
  - v. Financial services moratorium declared by regulatory authorities or any other acts or regulations by regulatory, governmental, supervisory, or supranational bodies or authorities.
  - vi. Breakdown, failure, or malfunction of any electronic, network, or communication lines, provided such failure is not due to bad faith or willful misconduct by the Company.
  - vii. Any event, act, or circumstance not reasonably within the Company's control where the effects are such that the Company cannot take reasonable action to address the default.
  - viii. Excessive movements in the level of any transaction, Underlying Asset, or Market, or the Company's reasonable anticipation of such movements.
  - ix. Failure of any relevant supplier, financial institution, intermediary broker, liquidity provider, agent or principal, custodian, sub-custodian, dealer, exchange, clearing house, or regulatory or self-regulatory organization to perform its obligations.
- 26.3. If the Company determines, in its reasonable opinion, that a Force Majeure Event exists, it may, without prior notice and at any time, take any or all of the following actions:
- i. Amend any part of the Agreement that is no longer feasible for compliance.

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- ii. Take or refrain from taking any actions deemed reasonably appropriate given the circumstances affecting the Company, the Client, and other clients.
  - iii. Increase margin requirements.
  - iv. Increase spreads.
  - v. Decrease leverage.
  - vi. Close out, in good faith, any open positions at prices deemed reasonable by the Company.
  - vii. Cancel Client Orders and refuse to accept new Orders if the Force Majeure Event makes compliance impossible or impractical, or to prevent losses to the Client.
  - viii. Request amendments to closed positions.
  - ix. Suspend the provision of services to the Client.
  - x. Reject or delay processing of any withdrawal requests.
  - xi. Allow only close-only functionality.
  - xii. Remove or suspend any products or change any contract specifications.
- 26.4. The Company will endeavor to resume the orderly provision of services as soon as reasonably possible. If resumption is not feasible, the Company will inform you of the necessary actions to protect both your interests and the Company's, where possible.
- 26.5. The Company shall not be held responsible or liable for any losses or damages arising from any failure, interruption, or delay in performing its obligations under this Agreement due to a Force Majeure Event.
- 26.6. The Client acknowledges and agrees that they are also responsible for mitigating their exposure to risks or losses during a Force Majeure event, and that they should take reasonable steps to safeguard their interests during such periods.
- 26.7. The Company's liability for any Force Majeure Event shall be limited to the direct losses suffered by the Client, and the Company shall not be liable for consequential, indirect, or punitive damages resulting from the Force Majeure Event.
- 26.8. If the Force Majeure Event persists for more than thirty (30) days, the Company may, at its discretion, review the situation and take additional actions, including the suspension or termination of this Agreement, if necessary.

## 27 REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to the Company as of the date this Agreement becomes effective and as of the date of each transaction that:

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- i. **If you are a natural person:** You are of legal age and possess full legal capacity to enter into this Agreement.
- ii. **If you are a legal entity:** You are duly organized, constituted, and validly existing under the applicable laws of the jurisdiction of your incorporation.
- iii. The execution and delivery of this Agreement, the performance of all transactions contemplated herein, and the fulfillment of all obligations under this Agreement, including the authority of any natural person executing and delivering this Agreement on your behalf, have been duly authorized.
- iv. You represent and warrant that you have not been coerced or unduly influenced into entering this Agreement.
- v. There are no legal, regulatory, or other restrictions, based on your nationality or religion, on the markets or Financial Instruments in which you may execute transactions.
- vi. All actions taken under this Agreement will comply with all applicable laws and regulations in your jurisdiction of residence or any jurisdiction in which you are subject to legal obligations and will not violate any agreement by which you are bound or any legal restriction affecting your assets or funds.
- vii. You are acting as principal and not as an agent, trustee, representative, or custodian for any third party, unless the Company has specifically consented in writing to such representation and has received all necessary documentation.
- viii. All information and documents provided by you to the Company during the Account Opening process and thereafter are true, accurate, and complete, and the documents are valid and authentic.
- ix. You acknowledge and understand that before engaging in transactions involving CFDs offered by the Company, you must consider your investment objectives, risk tolerance, financial resources, and level of experience with such products. If you do not understand the associated risks or lack familiarity with such products, you should seek independent financial advice before opening a trading account with the Company. If after receiving such advice you still do not understand the risks, you should not open an account or, if already opened, refrain from trading.
- x. You acknowledge, understand, and accept that CFDs are leveraged products that carry a high level of risk, and you may incur losses, including the potential loss of all invested capital. By applying to open a trading account with the Company, you accept and are willing to assume these risks.

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- xi. You acknowledge that past performance and forecasts are not reliable indicators of future results.
- xii. You have full beneficial ownership of the Account opened in your name. You will not grant access to your Account or any collateral to any third party without the prior written consent of the Company, except as necessary for the Company's access to the Account and collateral.
- xiii. All funds deposited by you into the Account belong to you, are free from any lien, charge, pledge, or encumbrance, and have not been obtained through illegal activities. If the Company reasonably suspects a breach of this warranty, it may freeze the Account, decline orders, restrict withdrawals, close existing positions, or take any other action permitted by law. The Company shall not be liable for any loss, damage, or expense incurred by you in such circumstances.
- xiv. You are not a Politically Exposed Person (PEP) and have no close relationship (e.g., relative or business associate) with a person who holds or has held a prominent public office within the past twelve months. If you become a PEP or enter into a relationship with such a person during the term of this Agreement, you must immediately notify the Company.
- xv. You are neither a citizen nor a resident of a country subject to sanctions, prohibited jurisdictions, or regions where the Company does not provide services due to regulatory restrictions. Furthermore, you confirm that you, as an individual or entity, are not directly or indirectly subject to any sanctions imposed by any national or international authority, including but not limited to the United Nations, the European Union, or the United States, and that you are not owned or controlled by a sanctioned person or entity.
- xvi. To the best of your knowledge, no legal proceedings are pending against you before any court, arbitration body, or governmental authority.
- xvii. You are solely responsible for ensuring access to the necessary telecommunications networks and internet services required to use the Company's Website and Trading Platform(s). You will bear all associated access and service fees and assume all risks relating to the use and storage of information on any electronic device through which you access the Website or Trading Platform(s).
- xviii. The Company has no obligation to contact you to provide advice or recommend actions based on changes in market conditions (including, without limitation, market disruptions). You acknowledge that trading in the Company's products is speculative

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and volatile, and once a transaction is executed, you are solely responsible for monitoring your positions and providing timely instructions. The Company does not guarantee it will be able to contact you and is not liable for any losses arising from your failure to monitor positions or provide timely instructions.

- xix. You will implement and maintain appropriate security measures to control access to your computer and protect against viruses or other harmful materials.
- xx. You shall not use any electronic communication features of the Platform(s) for unlawful, tortious, abusive, or harassing purposes or to infringe upon another's privacy or engage in libelous, defamatory, obscene, threatening, or otherwise inappropriate conduct.
- xxi. You agree to use the Services in good faith. Should the Company determine that you have used the Services in bad faith, it reserves the right to close your Account and retain all funds therein. You expressly waive any future claims against the Company in relation to such actions.
- xxii. You shall not engage in any conduct or act in any way that could damage the reputation of the Company.
- xxiii. You confirm that you have sufficient access to the internet and will regularly check the Company's website for updates, including amendments to this Agreement, changes to costs and fees, and any other relevant information concerning the risks and nature of your investments.
- xxiv. You acknowledge and agree that you must ensure your activities under this Agreement comply with all applicable regulations in jurisdictions beyond your residence, where relevant, including those concerning tax obligations, market regulations, and anti-money laundering laws.
- xxv. You shall immediately notify the Company of any material change in the information you have provided to the Company, including but not limited to changes to your financial situation, contact information, or status as a Politically Exposed Person (PEP).
- xxvi. You confirm that you shall not engage in any activity such as market manipulation, insider trading, or other activities that are prohibited by law or Company policy and may cause reputational or financial harm to the Company.



## 28 CONFLICT OF INTEREST

The Company, along with its affiliates and any related entities, may have interests or relationships that could potentially affect transactions or services provided under this Agreement. A conflict of interest may arise when the Company's interests, or those of its employees, managers, affiliates, or other related parties, diverge from your interests as outlined in this Agreement.

You understand and accept that such conflicts could occur. In these situations, the Company is committed to taking appropriate actions to identify, manage, and minimize potential conflicts between itself, its affiliates, and clients, as well as between different clients. The Company will adopt reasonable measures, including:

- Establishing internal procedures to identify conflicts of interest.
- Ensuring appropriate separation of roles for individuals involved in services to clients, where necessary, to avoid conflicts.
- Where conflicts cannot be fully eliminated, providing disclosures of the nature and sources of these conflicts.

The Company is dedicated to handling conflicts of interest in a transparent and responsible manner. If a conflict cannot be resolved to the Company's satisfaction, the nature and/or source of such conflict will be disclosed to you promptly.

Additionally, the Company will ensure that:

- No client is treated preferentially over another.
- Its own interests will not supersede your interests in any dealings.
- The Company will conduct its business with integrity, fairness, and in the best interest of all clients.
- Regular reviews of policies and procedures will be conducted to ensure that conflicts are effectively managed.

## 29 INDUCEMENTS

29.1. The Company reserves the right, at its discretion, to pay or receive fees, commissions, or other benefits to or from third parties, as long as these benefits serve to improve the quality of services offered to the Client and do not conflict with the Company's duty to act in the Client's best interests.

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29.2. Any payment of fees, commissions, or non-monetary benefits will only occur if:

- The payment or benefit is directly related to the provision of additional or enhanced services that are of value to the Client.
- The benefit received does not solely advantage the recipient without offering a clear and tangible benefit to the Client.

### 30 COMPLAINTS AND DISPUTES

To file a complaint, you must send an email to [complaints@fxsi.com](mailto:complaints@fxsi.com). The Company is committed to addressing and resolving complaints in a timely manner, in accordance with the Company's Complaints Policy. This policy was provided during the onboarding process along with the Application Form or can be accessed on the Company's Website.

### 31 COMMUNICATION

You may contact the Company during its standard business hours. Unless otherwise specified, all notices, instructions, and communications from the Company to you under this Agreement will be sent to the contact details—address, phone number, or email—provided by you. Likewise, any notices, instructions, or communications from you to the Company must be made in writing via email or through the message form available on the Company's [website](#).

You are responsible for promptly notifying the Company of any changes to your contact details. The Company will not be held liable for any loss or failure to receive critical communications if such notices were sent to your last known contact information, and you did not inform the Company of any changes.

### 32 RECORDING OF COMMUNICATIONS

32.1. The Company is required to maintain detailed records of all communications with the Client. As such, we will retain comprehensive records of all services rendered, activities undertaken, and transactions executed. This includes, but is not limited to, recordings of incoming and outgoing telephone calls, emails, and any other electronic communications related to transactions. Additionally, the Company will record all other communications, regardless of their direct relation to any



transaction. The Company reserves the right to use these records at its discretion, including for purposes such as resolving disputes.

- 32.2. Records will be retained for the period specified by applicable laws and regulations, starting from the date the record is generated. The Client has the right to request a written copy of any recorded communication.
- 32.3. All records are securely stored on a durable medium that ensures the original content cannot be altered or deleted. In compliance with regulatory obligations, the Company may provide these records to competent authorities upon their request.
- 32.4. The Client acknowledges and provides consent to being informed in advance of the recording of telephone conversations, electronic communications, and any personal data.

### 33 AUTHORIZED REPRESENTATIVE

- 33.1. The Company may, at its discretion, accept an Authorized Representative appointed by the Client to place Orders or handle other matters related to the Client's Account or this Agreement. Such an appointment must be formally communicated in writing to the Company, and the Authorized Representative must satisfy the Company's criteria and receive approval from the Company.
- 33.2. In the absence of written notification from the Client to terminate the appointment of the Authorized Representative, the Company reserves the right to continue accepting Orders and other instructions from the Authorized Representative on the Client's behalf. The Client acknowledges that all such Orders and instructions will be considered valid and legally binding.
- 33.3. Any notification from the Client to terminate the appointment of the Authorized Representative must be provided to the Company with no less than five (5) Business Days' notice before the intended termination date.
- 33.4. The Company reserves the right, but is not obligated, to refuse to accept Orders or other instructions from the Authorized Representative under the following conditions:
  - a. An Event of Default has occurred.
  - b. To ensure compliance with relevant market rules, Applicable Regulations, or other legal requirements.
  - c. If the Order suggests the possibility of abusive trading practices.



## 34 ADVERTISING- NO ADVISORY

### 34.1. Marketing

The Company, together with its Affiliates, Partners, and/or Agents, may engage in various forms of marketing, including content shared via the Company's website, social media platforms, Affiliate websites, email campaigns, promotional events, or other means. You acknowledge and agree that:

- a. The Company, its Affiliates, Partners, and/or Agents make no claims, warranties, or assurances regarding the accuracy, correctness, or completeness of any information provided in marketing materials.
- b. The information shared is solely for marketing, educational, or informational purposes and does not constitute, nor is it intended to be, any form of advice, investment guidance, or unsolicited financial promotion. You are solely responsible for your own investment decisions, and the consequences of these decisions remain entirely with you.

### 34.2. Incidental Information and Investment Research

When the Company provides generic trading recommendations, market commentary, or other information:

- a. Such information is incidental to your relationship with the Company and is offered to assist you in making your own independent investment decisions. It does not constitute formal advice.
- b. If the information is presented in a document with specific restrictions on its intended audience, you agree not to share it with any unauthorized individuals or groups.
- c. The Company does not guarantee the accuracy or completeness of the information, nor does it provide assurances regarding the tax implications of any transactions.
- d. You acknowledge that the Company may have already acted on or used the information before it was shared with you. The Company does not guarantee that you will receive this information simultaneously with other clients.
- e. Any charts, graphs, prices, market behaviors, or performance data provided are for illustrative purposes only and may not reflect actual outcomes. Should you choose to act on this information, you do so at your own discretion and risk.

### 34.3. Own Judgment and Suitability

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Without limiting the Company's obligations under this Agreement, you acknowledge that you are solely responsible for conducting an independent evaluation of the risks associated with any transaction. You affirm that you possess sufficient knowledge, market experience, professional advice, and expertise to assess the merits and risks of your investment decisions. Additionally, you confirm that you have reviewed and understood the Risk Disclosure available on the Company's website. The Company does not guarantee the suitability of the products traded under this Agreement and does not assume any fiduciary duty in relation to you.

## 35 INTRODUCING BROKERS

### 35.1. Introduction Through Third Parties

If the Client is introduced to the Company through a third party such as an Introducing Broker, associate, or affiliate (hereinafter referred to as the "Introducer"), the Client acknowledges that the Company is not responsible for any actions, statements, or representations made by the Introducer. The Company is not bound by any agreements or arrangements made between the Client and the Introducer. The relationship between the Company and the Introducer is independent, and no joint venture or partnership exists. The Introducer is not an agent or employee of the Company.

### 35.2. Role of the Introducer

The Client acknowledges that the Introducer acts solely as an independent intermediary. The Introducer is not authorized to make representations on behalf of the Company, offer or assume any obligations for the Company, or bind the Company in any way. Specifically, the Introducer is not permitted to:

- Offer credit in the name of the Company
- Provide guarantees against losses
- Offer investment, legal, or tax advice on behalf of the Company
- Collect funds from the Client
- The Introducer is also prohibited from providing advice or distributing misleading or inaccurate information about the Company's services, whether written or verbal. While the Company implements strict controls to monitor Introducers, the Client acknowledges that the Company does not verify or endorse the accuracy of information provided by any Introducer.

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### **35.3. Disclosure of Client Information**

The Client agrees that if an Introducer facilitated their introduction to the Company, certain personal or trading information may be disclosed to the Introducer, as required.

## **36 BONUS & PROMOTIONS**

### **36.1. Bonus Programs**

The Company may, at its discretion, periodically offer various Bonus Programs, each with specific features, eligibility criteria, and requirements. It is highly recommended that you carefully review the details of each Bonus Program to ensure you fully understand and accept the applicable Terms and Conditions.

### **36.2. Acceptance of Terms**

The Terms and Conditions governing any Bonus or Promotion will be made available to you before participation. By engaging in any such Promotion, you agree to be bound by the Terms and Conditions associated with it.

### **36.3. Modification and Revocation**

The Company reserves the right to amend or cancel any Bonus Program or Promotion at any time, at its sole discretion, and without prior notice.