BROKSTOCK SA (Pty) Ltd
Service Agreement & Terms and Conditions

Last updated: October 2025

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1. INTRODUCTION

1.1 BROKSTOCK SA (Pty) Limited (herewith "BROKSTOCK", the "Company" or "We") is incorporated under the laws of South Africa and is registered by the Companies and Intellectual Property Commission with registration number 2020/523823/07.

1.2 BROKSTOCK is a brand operated by BROKSTOCK SA (Pty) Ltd, a company incorporated and registered under the laws of South Africa and a financial services provider regulated by the Financial Sector Conduct Authority ("FSCA") with licence number 51404.

1.3 The Company provides its Services to Clients under the brand name BROKSTOCK, accessible via its websites at https://brokstock.co.za, as well as through our platform, available as both a web-based application and a mobile application.

1.4 For detailed information about the Company's licencing, please visit the "Legal Documents" section on the aforementioned websites or consult the official Financial Sector Conduct Authority (FSCA) website at https://www.fsca.co.za/Fais/Search_FSP.htm, under the name BROKSTOCK SA.

1.5 The present Terms and Conditions, along with the following appendices: "Order and Execution Policy," "Conflict of Interest Policy," and "General Risk Disclosure" (collectively referred to as "the Appendices" and together with these Terms and Conditions as "the Agreement"), are available on the Website under the title "Legal Documents" (https://brokstock.co.za/company/other-documents). These documents establish the terms under which the Company will provide Services to the Client, as well as outline the rights and obligations of both Parties. They govern the Client's trading activities with the Company and contain important information that the Company, as an authorised Financial Service Provider, is required to provide when offering intermediary services to prospective Clients under applicable regulations.

1.6 By applying for the Company's Services (e.g., through the electronic client onboarding process), the Client acknowledges that they have read, understood, and accepted all of the above-mentioned documents. If the application is approved and the individual becomes a Client of the Company, both the Client and the Company will be legally bound by these terms. Therefore, all prospective Clients are strongly encouraged to carefully review all of the documents forming the Agreement, as well as any Policies and/or Procedures and/or notices sent by the Company, to ensure they fully understand and agree with them before entering into an agreement with the Company.

1.7 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

1.8 The Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

1.9 The Client is an individual (and not a corporate entity) and completes this Agreement through our electronic client onboarding process rather than in person, the Company will, upon request, provide a Portable Document Format (PDF) version of the Agreement documents via email.

1.10 Physical signature of the Agreement is not required, however, if the Client wishes to have it duly signed and stamped by the Company, the Client must first send two (2) signed copies of the Agreement to the Company, stating his/her postal address and upon receipt, the Company shall return a duly signed and stamped copy back to the Client's stated address by a courier service.

1.11 From time to time, the Client may be requested to re-accept the Terms and Conditions if material changes are made. However, it is the Client's responsibility to stay informed about the latest version of the Agreement, as well as any Policies, Procedures, and notices issued by the Company. The Client must ensure they fully understand and agree with these updates before continuing their relationship with the Company under the Agreement.

1.12 It is also the Client's responsibility to continue your financial market education by regularly engaging with educational materials and staying updated on new concepts in the financial markets. Our company can guide you to valuable resources that can assist in enhancing your knowledge and understanding of these topics.

2. DEFINITIONS AND INTERPRETATIONS

2.1 In this Agreement:

2.1.1 "**Abnormal Market Conditions**": means "Thin" or "Fast" market;

2.1.2 "**Abusive Trading**": shall include any of the following actions such as, but not limited to placing "buy stop" or "sell stop" orders prior to the release of financial data, arbitrage, manipulations, lag trading, usage of server latency, price manipulation, time manipulation, hunting of trading benefits, a combination of faster/slower feeds, abuse

of the cancellation of trades feature available on the Platform or use (without the prior and written consent of the Company) of any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client's Trading Account;

2.1.3 "**Access Code**": shall mean the username/s and password/s given by the Company to the Client for accessing the Company's Platform/s;

2.1.4 **"Account Type"**: shall mean the category of a Trading Account as designated upon its opening, being either an investment account, or a margin trading account.

2.1.5 "**Agreement**": shall mean this present document together with the following Appendices: "Order Execution Policy", "Conflict of Interest Policy", "General Risk Disclosure", as amended from time to time, as these can be found on the Website under title Service Agreement and Appendices and title Documentation;

2.1.6 "**Applicable Regulations**": shall mean (a) Financial Advisory and Intermediary Service Act 202 as regulated by FSCA and related rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the rules of the relevant Underlying Market; and (c) all other applicable laws, rules and regulations of South Africa, as amended from time to time;

2.1.7 "**Ask**": shall mean the buying price of a Financial Instrument;

2.1.8 "**Balance**": shall mean the sum on the Client's Trading Account after the last transaction made within any period on the Platform: deposits minus withdrawals plus Credit plus Bonus and realised profit & loss;

2.1.9 "**Balance Currency**": shall mean the monetary unit in which all balances, commission fees and payments of the Client's Trading Account are nominated and calculated;

2.1.10 "**Base Currency**": shall mean the first currency in currency Pair;

2.1.11 "**Bid**": shall mean the selling price of a Financial Instrument;

2.1.12 "**Business Day**": shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January, any other local or international official public holiday to be announced on the Website;

2.1.13 "**Client**": shall mean any natural or legal person who agrees to the Agreement, as amended from time to time, as it can be found on the Website under title Service Agreement and Appendices and title Documentation;

2.1.14 **"Client Profile (Customer ID)"**: shall mean a unique technical identifier assigned to

each Client, within which the Client may operate one or more Trading Accounts. All verification and due diligence procedures (including KYC/AML checks and all the required risk assessment procedures) are generally conducted at the level of the Client Profile, and not separately for each Trading Account, unless otherwise specifically required or additionally requested by the Company in connection with a particular account type or onboarding flow.

2.1.15 **“Client Status Level”**: shall mean the classification of a Client based on criteria such as trading activity, account Equity, and other factors, as determined by the Company in accordance with the conditions published in the App. The Client’s current Status Level and applicable upgrade conditions are displayed in the Client’s Profile.

2.1.16 "**Client's Trading Account**": shall mean the online account provided by the Company to Client in order to trade on the Platform;

2.1.17 "**Contract for Differences**": "**CFD**" shall mean the Contract for Differences. CFDs are financial derivatives that allow traders and investors to speculate on the price movements of various assets, such as stocks, commodities, indices, or currencies, without actually owning the underlying asset. When trading CFDs, the trader or investor enters into an agreement with a broker to exchange the difference in the asset's price from the time the contract is opened to when it is closed. If the price moves in the trader's favour, they earn a profit; if it moves against them, they incur a loss. CFDs offer leverage, meaning traders and investors can control a larger position with a smaller initial investment, but this also increases the potential for both significant gains and substantial losses. Due to their complexity and risk, CFDs are typically used by more experienced traders and investors, on spot currencies, stocks, equity indices, precious metals, crypto assets or any other financial asset available for trading;

2.1.18 "**Contract Specifications**": Instruments offered by the Company as well as all necessary trading information concerning spreads, margin requirements etc., as determined on the Website and/or the Platform and/or the Mobile Application;

2.1.19 "**Equity**": shall mean the provided part of the Client's Trading Account including open positions which are tied to the balance and floating (Profit/Loss) by the following formula: Balance + Profit - Loss. These are the funds on the Client's sub - account reduced by the current loss on the open positions and increased by the current profit on the open positions;

2.1.20 "**Fast Market**": means a market characterised by rapid price fluctuations over a short period of time often causing Price Gaps. A Fast Market may occur immediately before or after important events such as:

2.1.20.1 release of influential macroeconomic indicators for the global economy;

2.1.20.2 decisions by central banks on interest rates;

2.1.20.3 press conferences and statements by central banks officials, heads of state, financial ministers or other significant announcements;

2.1.20.4 government intervention in the currency market;

2.1.20.5 terrorist attacks of great impact;

2.1.20.6 natural disasters leading to the declaration of a state of emergency (or comparable measures) in the affected regions;

2.1.20.7 war or other significant military actions;

2.1.20.8 political force majeure: dismissal or appointment (including election results) of top government officials;

2.1.20.9 other events which cause significant price movements.

2.1.21 "**Financial Instruments**": Are assets or contracts that represent an ownership interest, a debt obligation, or the right to receive or deliver money or other financial resources. They include a wide range of products, such as stocks, bonds, derivatives, currencies, and commodities, which are used by individuals, companies, and governments to raise capital, transfer risk, or invest. Financial instruments are the foundation of financial markets and are traded on various exchanges or over-the-counter.

2.1.22 "**Floating Profit/Loss**": shall mean the unrealised profit (loss) of open positions at current prices of the underlying currencies, contracts or stocks, equity indexes, precious metals, crypto assets or any other commodities available for trading;

2.1.23 "**Force Majeure**": Force Majeure events shall include, without limitation, any technical difficulties such as telecommunications failures or disruptions, non-availability of the Website and/or Platform and/or Mobile application, e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company's functions are affected by such events;

2.1.24 "**Free Margin**": shall mean the funds not used as the guarantee to open positions, calculated as : Free Margin = Equity - (used) Margin;

2.1.25 "**Inactive Trading Account**": shall mean any Client's Trading Account in which the Client did not open any position(s) and/or close any position(s) and/or kept on hold any open position(s), or deposited or withdrawn funds for a period of three (3) months;

2.1.26 "**Initial Margin**": shall mean any payment for the purpose of entering into a CFD, excluding commission, transaction fees and other related costs, if any;

2.1.27 "**JSE**": shall mean the Johannesburg Stock Exchange (JSE Limited);

2.1.28 "**Leverage**": shall mean the ability to increase the size of your trade or investment by using credit from the Company;

2.1.29 "**Liquidity Provider**": shall mean the counterparty to our Transactions and that underwrites or provides the financing for Transactions and makes a market for a given asset or financial instrument;

2.1.30 "**Lien**": shall mean a legal right to keep possession of property belonging to another person until a debt owned by that person is discharged;

2.1.31 "**Lot**": A lot refers to a standardised quantity or unit size of a financial instrument that is traded on an exchange or over-the-counter. The size of a lot varies depending on the type of asset being traded. For example, in the forex market, a standard lot typically represents 100 000 units of the base currency. In stock trading, a lot usually refers to 100 shares. The concept of a lot helps standardise trading and allows for easier management of trades and pricing. Traders can also trade in mini lots or micro lots, which are smaller quantities of the asset;

2.1.32 "**Margin**": shall mean the necessary guarantee funds to open positions, as determined in the contract specification;

2.1.33 "**Margin Level**": shall mean the relation between the Account funds and the Margin, expressed as a percentage: (Equity/Necessary Margin) x 100%;

2.1.34 "**Market to Market**" or "**MtM**": The phrase refers to the method to determine the current value of a client's portfolio by adjusting it to reflect the most recent market conditions. This is an accounting method where the value of a portfolio is adjusted to reflect its current market value, rather than its purchase price. This ensures that the portfolio's value is always updated to the latest available market data.

2.1.34.1 *Ruling Price*: This is the specific price used to value the assets in the portfolio at

the time of marking to market. The ruling price can be derived from different sources, depending on what's available and relevant at the time.

2.1.34.2 *Delayed Price*: This is a price that reflects the market value from a few minutes ago, rather than the real-time price. It is common in financial markets where real-time data may not always be accessible.

2.1.34.3 *Closing Price*: This is the price at which an asset last traded during the market's regular trading hours on a given day. It is often used for marking to market because it is a definitive price point for that trading day.

2.1.34.4 *Last Traded Price*: This is the most recent price at which the asset was traded. It may be slightly different from the current market price, especially in rapidly moving markets.

2.1.35 "**Negative Balance Protection**": shall mean the limit of a Retail Client's aggregate liability for all CFDs connected to a CFD trading account with a CFD provider to the funds in that CFD trading account, i.e. the Client shall not lose more than the total sum invested for trading CFDs and there can be no residual loss or obligation to provide additional funds beyond those in the Client's Trading Account;

2.1.36 "**Open Position**": shall mean the deal of purchase (sale) not covered by the opposite sale (purchase) of the contract;

2.1.37 "**Open Trading Time of the Company**": shall mean the period of time within a business week, where the trading platform of the Underline Market provides the opportunity of trading operations with financial instruments. The Company reserves the right to alter this period of time as fit, upon notification to the website;

2.1.38 "**Order**": shall mean the request for the transaction execution;

2.1.39 "**Party**" or "**Parties**": shall mean the Company or the Client referred to individually as a "Party" and both of them together, collectively as the "Parties";

2.1.40 "**Pending Order**": shall either mean a buy stop or sell stop, buy limit or sell limit, buy stop limit or sell stop limit, stop loss and take profit order;

2.1.41 "**Platform**": shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform MetaTrader 5, mobile application BROKSTOCK, user's profile on the Website, which are facilitates trading activity of the Client in Financial Instruments via the Client's Trading Account;

2.1.42 "**Registration Form**": shall mean the application form/questionnaire completed by

the Client in order to apply for the Company's Services under this Agreement and a Client's Trading Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence, his/her categorisation and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations;

2.1.43 "**Rollover**": all Positions remaining Open one minute prior to the end of the trading session will be rolled over to the next day. The rollover begins one minute prior to the end of the trading session. Swap fees are charged for carrying Positions overnight.

2.1.44 "**Scalping Trades**": shall mean any and all trades which have been closed within the two (2) minute limit and/or the opening of a similar "opposite" trade within the 2-minute limit;

2.1.45 "**Services**": shall mean the services to be offered by the Company to the Client under this Agreement, as in the Agreement;

2.1.46 "**Spread**": shall mean the difference between the purchase price Ask (rate) and the sale price Bid (rate) of the financial instruments at the same moment;

2.1.47 "**Stop out level**": means a Mandate to close one or more Open Positions generated by the Server without the Client's consent or any prior notice to the Client due to insufficient funds required for maintaining Open Positions if the Client's Margin Level falls below the Stop Out level indicated on Website and/or Platform.

2.1.48 "**Stop Loss**": shall mean a pending order that is attached to an open position or another pending order for closing the position, usually with a loss;

2.1.49 **“Substantial Investment Activity”:** shall mean Client’s active engagement in using their Trading Account for purposes such as:

2.1.49.1 buying or selling stocks or other securities;

2.1.49.2 holding investments for a longer period, typically more than 30 days;

2.1.49.3 depositing funds regularly to the Trading Account and using it to invest in different assets;

2.1.49.4 making multiple trades over time to actively manage their own investments;

2.1.49.5 diversifying their investments by purchasing different types of securities and/or underlying CFD assets such as stocks, ETFs, currencies, metals to spread risk and optimise returns;

2.1.50 "**Take Profit**": shall mean any pending order that is attached to an open position or

another pending order for closing the position, usually with a profit;

2.1.51 **"Tariff Structure"**: shall mean the set of rates, fees, commissions, spreads, and other applicable trading parameters defined by the Company and published on the Website and/or within the Mobile application. The Tariff Structure may vary depending on the Account Type, Client Status Level, or specific product characteristics and may be updated by the Company from time to time.

2.1.52 **"Transitioning of Funds":** shall mean Client's activity which refers to the depositing funds into the Client's Trading Account and subsequently withdrawing them within a short period of time without engaging in any Substantial Investment Activity;

2.1.53 "**Transaction**": shall mean any type of transaction effected in the Client 's Trading Account including but not limited to Deposit, Withdrawal, Open Trades, and Closed Trades;

2.1.54 "**Thin Market**": means a market state, when during a long period of time quotes flow into the Trading Platform less frequently than during normal market conditions. Such conditions occur most often during the Christmas holidays and other major national holidays or non-operating hours of countries-issuers of traded currencies.

2.1.55 "**Underlying Asset**": shall mean the financial instrument (e.g. stocks, futures, commodity, currency, cryptocurrency, stablecoins, indices, bonds, funds (ETFs, ETNs, Unit Trusts, metals)) on which a CFD or other derivative's price is based;

2.1.56 "**Underlying Market**": In financial markets, the underlying market refers to the actual market where the physical asset or security, such as a stock, commodity, currency, crypto assets or index, is traded. It is the primary market that determines the value of derivative instruments like options, futures, and CFDs. The price movements and behaviour of the underlying asset directly influence the value and performance of the derivative contracts linked to it;

2.1.57 "**Website**": shall mean the Company's website https://brokstock.co.za, or such other website(s) as the Company may maintain from time to time.

2.2 All references to the singular herein shall also mean the plural and vice versa unless the context otherwise requires;

2.3 Words importing the masculine shall import the feminine and vice versa;

2.4 Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time,

all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

3. CLIENT APPLICATION AND ACCEPTANCE AND COMMENCEMENT OF THE AGREEMENT

3.1 Once the prospective Client has accepted the Company's Privacy Policy, including the provisions of the Protection of Personal Information Act (POPIA), and has completed all required information as part of the Company's Know-Your-Customer (KYC) process, which is conducted to ensure due diligence and compliance with the Financial Intelligence Centre Act (FICA), Act 38 of 2001, the Company will notify the Client regarding the outcome of their application, indicating whether they have been accepted as a Client. The Company's KYC process is thoroughly documented within the Risk Management and Compliance Programme (RMCP).

3.2 The Company reserves the right to impose additional due diligence requirements before accepting Clients. It is important to note that until the Client's Account has been fully verified, the Company may, at its sole discretion, take specific actions or impose certain limitations on the Client's Account at any time.

3.3 In the event that the Company determines that any aspect of the Client's Know Your Customer (KYC) information has changed, and the Client is unable to satisfactorily justify or provide a valid reason for such changes, the Company reserves the right to terminate this Agreement.

3.4 The Company reserves the right to request additional information from the Client beyond what is outlined in this Agreement, in order to fulfil its anti-money laundering obligations. The Client agrees to promptly comply with any reasonable request for further information necessary for the Company to meet these legal requirements.

3.5 This Agreement shall take effect and commence once the Client receives notification from the Company confirming their acceptance as a Client and the opening of their Trading Account. If the Agreement is concluded through an in-person meeting with the Company, it shall come into force on the date of signature. The Agreement will remain in effect until

terminated in accordance with the terms outlined herein.

4. ASSESSMENT

4.1 If the Client or potential Client fails to provide the required information as part of the Know Your Customer (KYC) and Due Diligence processes, or if the information provided is insufficient regarding their knowledge and experience, the Company's risk disclaimers will apply. Consequently, the Company will be unable to determine whether the proposed service or product is suitable for the Client.

4.2 The Company will assume that all information provided by the Client or potential Client regarding their knowledge and experience is accurate and complete. The Company will not be held responsible if this information is incomplete, misleading, changes, or becomes inaccurate, unless the Client or potential Client promptly notifies the Company of such changes. In such cases, the Company will be considered to have fulfiled its obligations under Applicable Regulations.

4.3 If the Company determines, based on the information provided by the Client or potential Client, that a product or service is not appropriate for them, the Company will issue a warning to the Client or potential Client through its Risk Disclaimers.

5. SERVICES

5.1 The Services to be provided by the Company to the Client under this Agreement are the following:

5.1.1 The Company is authorised to receive, transmit, and execute orders through its Platform or Mobile Application for Financial Instruments currently offered, as well as any other Financial Instruments that may be offered by the Company in the future, subject to authorisation.

5.1.2 Safekeeping and administration of Financial Instruments, including custodianship and related services such as cash/collateral management.

5.2 The Company reserves the right to offer Financial Instruments based on any Underlying

Asset it deems appropriate. The Website will serve as the primary platform for presenting the Underlying Assets on which the Company offers Financial Instruments, along with the corresponding Contract Specifications. The Company also reserves the right to modify the Website's content at any time, without notice provided to the Client in accordance with this Agreement. The Client agrees to remain bound by this Agreement and any modified Contract Specifications.

5.3 It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments;

5.4 It is understood that JSE-listed Financial Instruments available for trading through the Company are issued by a domestic Liquidity Provider. International Financial Instruments offered by the Company are issued by foreign Liquidity Providers, with details provided in the Liquidity Providers Policy.

5.5 It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

6. ADVICE AND COMMENTARY

6.1 The Company will not provide the Client with advice on the merits of a particular Order or offer any form of investment advice. The Client acknowledges that the Services do not include investment advice related to Financial Instruments, Underlying Markets, or Assets. The Client is solely responsible for managing the Trading Account, placing Orders, and making decisions based on their own judgment;

6.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction;

6.3 The Company may, at its discretion, periodically provide the Client with information, news, market commentary, or other financial market related updates, either directly or through newsletters posted on the Website or Mobile Application, or sent to subscribers. However, this information is not provided as part of the Company's Services to the Client. Where it does so:

6.3.1 The Company will not be responsible for such information;

6.3.2 The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;

6.3.3 This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;

6.3.4 If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;

6.3.5 The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients.

6.4 It is understood that market commentary, news and/or other financial market related information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

6.5 While not limited thereto, the Client may obtain advice and other related information by establishing a relationship with a financial advisor, who has entered into a respective agreement with the Company.

6.6 The Client agrees that when interacting with a financial advisor, the named advisor will receive payment (advice fee) from the Company for services provided to the Client.

6.7 Payment to the financial advisor will be made solely by the Company. The Client incurs no additional financial obligations towards the financial advisor.

6.8 The Company reserves the right to choose the financial advisor and determine the terms of their compensation. The Client agrees to this condition and is not entitled to interfere in contractual relations between the Company and the financial advisor.

6.9 The client understands that the recommendations of the financial advisor are not obligatory and assumes full responsibility for decisions made based on the advice of the financial advisor.

7. PLATFORM AND ELECTRONIC TRADING

7.1 By consenting to this Agreement, the Client is entitled to apply for an Access Code, allowing access to the Company's Platform(s) for the purpose of placing Orders. This can be done through the Client's compatible personal computer, tablet, or mobile phone connected to the internet. Subject to the Client's obligations under this Agreement, the Company grants the Client a limited, non-transferable, non-exclusive, and fully revocable licence to use the Platform(s), including the Website and any associated downloadable software available from time to time, to place Orders in specific Financial Instruments. The Company may utilise different Financial Instruments depending on the Platform(s).

7.2 The Company reserves the right to shut down the Platform(s) for maintenance at any time without prior notice to the Client. This will typically occur during weekends unless otherwise necessary or in urgent situations. During these periods, the Platform(s) will be inaccessible.

7.3 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet;

7.4 The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet;

7.5 The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable;

7.6 The Company will not be liable for any such disruptions or delays or problem in any

communication experienced by the Client when using the Platform(s). For the optimal functioning of the Platform(s), it is strongly recommended that users maintain a stable and reliable internet connection. A weak or unstable internet connection can result in delayed order execution, interrupted access to real-time data, and potential disconnections from the Platform(s). These issues may adversely affect the Client's ability to effectively manage their Trading Account, place Orders, or respond to market movements in a timely manner. To ensure seamless operation, it is advisable to use a high-speed internet connection and regularly monitor the connection's stability.

7.7 Orders with the Company are placed on the Platform(s), with the use of Access Code through the Client's compatible personal computer (or mobile phone or tablet) connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Code on the Platform(s), without any further enquiry to the Client and any such Orders will be binding upon the Client.

7.8 The Company declares and the Client fully understands and accepts that the Company is not an Internet Service Provider nor shall be kept neither liable nor responsible for any electricity failures that prevent the use of the Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of the internet connection or electricity failures.

8. PROHIBITED ACTIONS ON THE PLATFORM

8.1 It is absolutely prohibited for the Client to take any of the following actions in relation to the Company's systems and/or Platform(s) and/or Client's Trading Account(s):

8.1.1 Use, without the prior and written consent of the Company, of any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client's Trading Account(s);

8.1.2 Intercept, monitor, damage or modify any communication which is not intended for them;

8.1.3 Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company;

8.1.4 Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;

8.1.5 Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation;

8.1.6 Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s);

8.1.7 Any action that could potentially allow the irregular or unauthorised access or use of the Platform(s);

8.1.8 Send massive requests on the server which may cause delays in the execution time;

8.1.9 Perform Abusive Trading. Performing Abusive Trading refers to engaging in trading practices or strategies that are considered manipulative, unethical, or illegal, with the intent to deceive or exploit market conditions, other market participants, or the trading platform itself. Abusive trading can include actions such as:

8.1.9.1 *Market Manipulation*: Attempting to artificially influence the price or volume of financial instruments to create a false or misleading impression of the market.

8.1.9.2 *Spoofing*: Placing large orders with the intent to cancel them before execution, creating a false sense of demand or supply.

8.1.9.3 *Front-Running*: Executing orders on a security for one's own account based on advance knowledge of pending orders from other clients.

8.1.9.4 *Churning*: Excessively buying and selling securities in a client's account primarily to generate commissions without regard to the client's investment objectives.

8.1.9.5 *Insider Trading*: Trading based on material, non-public information about a company or financial instrument.

8.1.9.6 *Wash Trading*: Buying and selling the same financial instrument simultaneously to create the appearance of increased trading activity.

8.1.9.7 *Scalping*: Trading strategies that exploit small price gaps, often in a manner that manipulates market pricing.

8.2 The Company is entitled to conduct analytics on all trading accounts to identify any prohibited activities. If the Company reasonably suspects that the Client has violated the terms of this Agreement, it reserves the right to take one or more countermeasures to address the violation, including the termination of this Agreement. These measures may include, but are not limited to, restricting access to the trading platform, freezing the

Client's account, or initiating legal proceedings to protect the Company's interests.

9. SAFETY

9.1 The Client agrees to keep secret and not to disclose his Access Code to any unauthorised person.

9.2 The Client should not record their Access Code in any written form. If the Client receives a written notification of their Access Code, they must promptly destroy the notification to ensure the security of their account.

9.3 The Client agrees to notify the Company immediately if they know or suspect that their Access Code or Trading Account number has been, or may have been, disclosed to any unauthorised person.

9.4 If the Company is informed from a reliable source that the Client's Access Code may have been received by unauthorised third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client's Trading Account.

9.5 In the event that an Access Code is deactivated, the Client shall be unable to place any Orders until he receives the replacement Access Code.

9.6 The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Code or Client's Trading Account number.

9.7 The Client acknowledges that the Company bears no responsibility if unauthorised third persons gain access to information, including electronic addresses, electronic communication, personal data, Access Code and Client's Trading Account number when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

9.8 If the Company is informed from a reliable source that the Client's Access Code or Client's Trading Account number may have been received by unauthorised third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client's Trading Account.

10. EXECUTION OF ORDERS

10.1 The Client is informed that all Orders placed by the Client are received by the Company and transmitted for execution directly to the Liquidity Providers (called straight through processing). The Company does not act as a counterparty of the Client in any given Transaction but as a broker or agent of the Client. The execution venue for the execution of the Client's Orders are the Domestic Liquidity Provider/s and Foreign Liquidity Provider/s, details of which are contained in Annex 1.

10.2 The Operating (Trading) Time of the Company is: round the clock from Sunday 22.00.01 GMT (Greenwich Mean Time) through Friday 22.00.00 GMT. The non-Operating (Trading) Time of the Company is from Friday 22:00:01 GTM through Sunday 22:00:00 GTM. Holidays shall be announced through the communication channels of the company.

10.3 By accepting this Agreement, the Client acknowledges to have read, understood and accepted all the information provided in the document "Order Execution Policy" which forms part of this Agreement and is available on the Website;

10.4 Orders may not be changed or removed after placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher/lower in distance than a specific level (depending on the trading symbol). The Client may change the expiry date of Pending Orders or delete or modify a Pending Order as long as they are higher/lower in distance than a specific level (depending on the trading symbol) before it is executed.

10.5 The Transaction (opening or closing a position) is executed at the Bid / Ask prices offered to the Client. The Client chooses his desirable operation and makes a request to receive a Transaction confirmation by the Company. Due to Abnormal Market Conditions, the price may change, and the Company has the right to offer the Client a new price and/or execute the Transaction at a new price. In the event the Company offers the Client a new price the Client can either accept the new price and execute the Transaction or refuse the new price, thus cancel the execution of the Transaction;

10.6 The Client shall give only the following Orders of trading character:

10.6.1 Orders to open a position;

10.6.2 Orders to close an open Position;

10.6.3 Orders to o add/ remove/ edit/ Orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Buy Stop Limit, Sell Limit, Sell Stop and/or Sell Stop Limit, Next-Day Orders.

Any other Orders shall be unavailable and may automatically be rejected.

10.7 Orders shall be placed, executed, changed or removed only within the Open Trading Time of the Underlying Market, and shall remain effective through the next trading session. The Client's Order shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for an indefinite period.

10.8 The Company shall not be held responsible or liable in the case of delays or other errors caused during the transmission of Orders via computer, mobile phone or tablet;

10.9 Corporate Events are the declarations by the issuer of a Financial Instrument of any, but not limited to, the following:

10.9.1 A subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalisation or similar issue;

10.9.2 A distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company;

10.9.3 Any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares.

10.10 The Company reserves the right to change the opening/closing price (rate) and/or size and/or number of the related Transactions and/or the level and size of any Sell Limit, Buy Limit, Sell Stop, Buy Stop, Sell Stop Limit, Buy Stop Limit order in case of any Underlying Asset of the Financial Instrument becomes subject to possible adjustment as the result of any event set out in clause 10.11 above. This operation is applied exclusively to securities and has a meaning to preserve the economic equivalent of the rights and obligations of the Parties under that Transaction immediately prior to that Corporate Event. All actions of the Company according to such adjustments are conclusive and binding upon the Client. The Company shall inform the Client of any adjustment as soon as reasonably practicable;

10.11 While a Client has any Open Positions on the ex-dividend day for any of the Financial

Instruments, the Company calculates and deposit/withdraw the dividends amount to/from Client's Trading Account.

10.12 Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Sell Stop Limit and the Buy Stop Limit orders on Financial Instruments shall be executed at the first available current prices. The Company reserves the right not to execute the Order, or to change or to revert the opening (closing) price of the Transaction in case of a technical failure of the Platform, reflected financial tools' quotes feed, or any other technical failures.

10.13 Under certain trading conditions it may be impossible to execute Orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Sell Stop Limit and Buy Stop Limit) on any Financial Instrument at the declared price. In this case, the Company reserves the right at its sole discretion, to execute the Order at the next best available price. This may occur due to different reasons, including the Abnormal Market Conditions, or may be applicable for the high-volume orders.

10.14 The Client may submit to the Company by electronic mail (e-mail) or in writing or by hand, his objection to the execution or the non-execution or the mode of execution of a Transaction and/or Order concluded on his behalf within five (5) Business Days from the conclusion of the Transaction. Otherwise, the Transaction shall be considered valid and binding for the Client;

10.15 In case of Force-Majeure, hacker attacks and other illegal actions against the server of the Company and/or a suspension of trade in the financial markets concerning Financial Instruments of the Company, the Company may, suspend, or close the Client's positions and request the revision of the executed Transactions;

10.16 For purposes of trading with the Company, the Client shall refer to the Company's prices on the Client's terminal. The quotes appearing on the Client's terminal are based on the quotes from the Liquidity Provider and are indicative quotes and the actual execution price may vary depending on market conditions. For example, if there is high volatility in the Underlying Market the execution of the Order may change due to execution time and also the Client may ask for a price but he shall get the first price that shall be in the market and this may result in positive or negative slippage for the Client;

10.17 The Client is prohibited from using any automated systems, including bots, algorithms, or other electronic means, for the purpose of executing trades on their Trading Account. All trading activity must be conducted manually by the Client to ensure compliance with

this Agreement. The Client shall not use or allow the use of a computer for the purpose of performing a Transaction, in a way that the Transaction performed obstructs or interferes with the regular and ordinary carrying out of the said Transaction, as this was contemplated by the Company, including but not limited to: expert advice software; auto clickers and other similar software. Whereas the Client wishes to act contrary to the provisions of this clause, he shall give written notice to the Company, and may only act contrary to the provisions of this clause where the Company provides its express approval.

10.18 The Company reserves the right to change the trading conditions on its Website at any time (e.g. CFD products, Financial Instruments, spreads, fees, Leverage limits, trading hours, Initial Margin, etc.). The Client agrees to check the trading conditions and the full specification of the Financial Instrument before placing any Order.

10.19 The Company reserves the right , in accordance with Applicable regulations, to change the Client's Trading Account, Leverage limits and Initial Margin at its sole discretion, either for a limited time period or on a permanent basis, by informing the Client by electronic mail (email) /or by posting an announcement on the Company's Website or the use of the Companies communication channels.

10.20 The Company shall provide the Retail Client with Negative Balance protection so that the Client shall not lose more than the total sum invested for trading CFDs and there can be no residual loss or obligation to provide additional funds beyond those in the Client's Trading Account.

10.21 Negative Balance shall only be instituted on a per Account basis. A Client who has one large leverage position within a portfolio can still lose more than the value of the initial position. Any other positions or funds the Client has with the Company can be used to caver the negative balance. In any case, in general, a Client's Trading Account shall never enter negative territory and if it does, the loss falls to the Company and not to the Client.

10.22 The Company reserves the right, at its sole discretion, to adjust spreads on Financial Instruments—whether increasing or decreasing them—based on instructions or requests from the Liquidity Provider or in response to prevailing market conditions, without prior notice to the Client.

10.23 The Company has the right at its sole discretion not to accept trading two (2) minutes before and after a critical press release.

10.24 The Client is prohibited from performing Scalping Trades. The Company reserves the

right to cancel any trades that have been closed within the two (2) minute limit, and has the right to act according to the specific clause of this Agreement.

10.25 All quotes that the Client receives through the Platform are indicative and represent the best available Bid and Ask prices that are received from the Liquidity Provider.

10.26 The Company has the right to correct or cancel any trading operation if the corresponding hedging trade was corrected or cancelled by the Liquidity Provider.

10.27 The Client must possess a comprehensive understanding of how a specific exchange executes orders, including in-depth knowledge of the mechanics behind bid and ask prices. This includes familiarity with order book dynamics, the impact of market depth on order execution, and how various order types (such as market, limit, and stop orders) interact with the bid-ask spread. Such knowledge is crucial for making informed trading decisions and effectively managing risk.

10.28 In the event that a Client engages in short-selling a CFD and the Company receives an instruction from the exchange to cover the short position due to the unavailability of sufficient shares to borrow, any resulting loss will be solely borne by the Client's trading account. Clients must familiarise themselves with the risks associated with short-selling, particularly in the context of illiquid shares, where the lack of available shares can force the premature closure of positions. Additionally, Clients should understand that when short-selling a CFD, they are responsible for any dividends due on the underlying asset, which can further impact their position.

11. REFUSAL TO EXECUTE ORDERS

11.1 The Client acknowledges and accepts that the Company shall have the right, to refuse to execute any Order, amongst others in any of the following cases:

11.1.1 Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Underlying Assets, constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legislation of proceeds from illegal acts or activities (money laundering); affects or may affect in any manner the reliability or smooth operation of the Platform;

11.1.2 In calculating the said available funds, all funds required to meet any of the Client's obligations include, but without limitation, obligations which may arise from the

possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company;

11.1.3 Internet connection or communications are disrupted;

11.1.4 In consequence of request of regulatory or supervisory authorities of South Africa or a court order or antifraud or anti-money laundering authorities;

11.1.5 Where the legality or genuineness of the Order is under doubt;

11.1.6 A Force Majeure Event has occurred;

11.1.7 In an Event of Default of the Client, as stated in this Agreement;

11.1.8 The Company has sent a notice of Termination of the Agreement to the Client;

11.1.9 The Platform rejects the Order due to trading limits imposed;

11.1.10 Under Abnormal Market Conditions;

11.1.11 The Client does not hold adequate funds in his Balance for the specific Order.

11.1.12 Prohibition to trade any specific Trading Instrument from Liquidity provider and/or Underlying Market from time to time.

11.2 In case any Order either to Open or Close a position concerning any Financial Instrument, has been mistakenly accepted and/or executed by the Company, the Company will make every effort to maintain the Client's original position. Any charges, losses or profits incurred from the actions above, will be absorbed by the Company.

12.EVENTS OF DEFUALT

12.1 Each of the following constitutes an "Event of Default"

Failure of the Client to perform any obligation due to the Company:

12.1.1 If an application is made in respect of the Client pursuant to the South African Bankruptcy Act or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

12.1.2 The Client is unable to pay the Client's debts when they fall due;

12.1.3 Where any representation or warranty made by the Client under this Agreement is or becomes untrue;

12.1.4 The Client (if the Client is an individual) passes away or is declared absent or becomes of unsound mind;

12.1.5 Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in the specific clause of this Agreement;

12.1.6 The action specified in this clause is mandated by a competent regulatory authority, body, or court of law;

12.1.7 The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing;

12.1.8 The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of South Africa or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company;

12.1.9 If the Company suspects that the Client is engaged in money laundering activities or terrorist financing or card fraud or other criminal activities;

12.1.10 The Company reasonably suspects that the Client performed a Prohibited Action, as stated in the specific clause of this Agreement;

12.1.11 The Company reasonably suspects that the Client performed Abusive Trading;

12.1.12 The Company reasonably suspects that the Client opened the Client's Trading Account fraudulently;

12.1.13 The Company reasonably suspects that the Client performed forgery or used a stolen card to fund the Client's Trading Account.

12.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior written notice, take one or more of the following actions:

12.2.1 Terminate this Agreement immediately without prior notice to the Client;

12.2.2 Cancel any Open Positions;

12.2.3 Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s);

12.2.4 Reject any Order of the Client;

12.2.5 Restrict the Client's trading activity;

12.2.6 Restrict the Client to withdraw any funds;

12.2.7 In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution;

12.2.8 Cancel or reverse any profits and/or trading benefits and/or bonus gained through Abusive Trading and/or were cancelled by the Company and/or Liquidity Provider, and losses of the Client resulting from the mentioned above circumstances cannot be reversed.

12.2.9 Take legal action for any losses suffered by the Company;

12.2.10 Block the IP address and/or the trading account of the Client who sends massive requests on the server which may cause delays in the execution time.

13.TRANSACTIONS AND REPORTING

13.1 Under Applicable Regulations, the Company shall provide the Client with reporting on his Orders. In order to comply with Applicable Regulations in regards to Client reporting requirements, the Company will provide the Client with a continuous online access to the Client's Trading Account via the Platform(s) used by the Client; the Client will be able to see in the Client's Trading Account the status of his Order, confirmation of execution of the Order as soon as possible (including the trading date, time, total financial result) his trading history, his Balance and other information. The Client has the right to ask the Company to send reports by electronic mail (e-mail) in a Portable Document Format (PDF).

13.2 If the Client believes the confirmation is incorrect or does not receive a confirmation when expected, they must contact the Company within five (5) business days from the date the Order was sent or should have been sent (in the event that a confirmation was not sent). If the Client does not raise any objections within this period, the content will be considered approved by the Client and deemed conclusive.

14. CLIENT'S TRADING ACCOUNT

14.1 The Company shall open one or more Client's Trading Accounts for the Client under the Client's profile to allow him to place Orders in particular Financial Instruments.

14.2 A Client may operate more than one Trading Account under a single Client Profile, provided that the Client maintains a minimum Equity required under the conditions published in the Mobile application from time to time.

14.3 For Clients meeting the Equity requirement set out in clause 14.2, the Company may allow the opening of additional Trading Accounts, up to a maximum of five (5), unless otherwise determined by the Company. The specific number of Trading Accounts available to each Client may be subject to the Client's trading activity, Equity, and/or Client Status Level, as determined in accordance with the conditions published in the Mobile application from time to time.

14.4 Opening of an additional Trading Account does not require a separate KYC/AML verification, provided that the Client has already been verified under the Client Profile.

14.5 When opening a second or subsequent Trading Account, the Client must designate the Account Type (investment or margin). Once designated, the Account Type of such Trading Accounts may not be altered by the Client through the Platform; any subsequent change of Account Type is only possible upon request to, and approval by, the Company's Support Department.

14.6 Each Trading Account may be assigned a custom name by the Client for display purposes, provided that such designation does not affect the legal classification of the account as an investment or margin account.

14.7 The Client shall designate one Default Trading Account, which will serve as the primary account for interaction with the Application. Deposits, withdrawals, and other account-specific actions will be performed in respect of the Trading Account selected by the Client in accordance with Section 16.

14.8 The general Tariff Structure applicable to all Trading Accounts of the same Client shall be consistent, except where specific parameters differ by Account Type or product characteristics. The Company reserves the right to define, modify, or publish distinct account-based rates and parameters within the Tariff Structure, as published on the Website and/or within Mobile application.

14.9 Interest, benefits, and promotional offers shall accrue separately to each Trading Account, but always in relation to the Client Profile as a whole.

14.10 The Company may, at its discretion, introduce Trading Accounts denominated in currencies other than ZAR. The terms of such accounts, including applicable requirements for their opening and operation, shall be published on the Website and form part of this Agreement.

14.11 It is agreed and understood that the types and characteristics of the various Client Trading Accounts offered by the Company are detailed on the Website and may be modified at the Company's discretion, in accordance with the provisions outlined in the specific paragraph of this Agreement.

14.12 The Client's Trading Account shall be activated upon the Client depositing the minimum initial deposit, as determined and mandated by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Client's Trading Account offered to the Client.

15. CLIENT'S MONEY

15.1 The Company will promptly place any Client money it receives into one or more segregated account(s) with reliable financial institutions chosen by the Company such as a credit institution, or a bank or a qualifying money market fund.

15.2 Although the Company takes all reasonable steps and makes such general enquiries from readily available sources about the reliability of the above institutions of the specific clause of this Agreement, the Company cannot guarantee their financial standing and accepts no responsibility in the event of liquidation, receivership or otherwise failure of such bank or institution which leads to a loss of all or any part of the funds deposited with them.

15.3 It is understood that the Company may keep merchant accounts in its name with payment service providers used to settle payment transactions of its Clients. However, it is noted that such merchant accounts are not used for safekeeping of Client money, but only to effect settlements of payment transactions. It is further understood that such payment service providers normally keep percentage of the deposit (as a rolling reserve)

for several months. This will not affect the balance of the Client's Trading Account.

15.4 The Client funds will at all times be segregated from the Company's own money and cannot be used in the course of its own business. It is understood that the Company may hold Client money and the money of other clients in the same account (omnibus account) within institutions of the specific clause of this Agreement.

15.5 Upon entering into the Agreement, the Client authorises the Company to credit or debit the Client's Trading Account with profits or losses from trading and other relevant Company charges under the Agreement and make the relevant reconciliations, deposits and withdrawals from the omnibus account on his behalf.

15.6 The third party mentioned in the specific clause of this Agreement where the Client money is held may have a security interest, lien or right of set-off in relation to that money.

15.7 The Company does not have any security interest or lien over the clients' financial instruments or funds or any right to set-off clients' funds or financial instruments.

15.8 Client money may be held on the Client's behalf with counterparty within or outside South Africa. The legal and regulatory regime applying to any such counterparty outside South Africa will be different from that of South Africa and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a segregated account in South Africa. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account; The Client may notify the Company in writing in case he does not wish his money to be held with a counterparty outside of South Africa.

15.9 The Company is authorised to deposit client funds with existing company’s partners, integrated brokers, and any future similar partners for the purpose of providing additional earning capabilities to its clients.

15.10 Client acknowledges and consents to the company's in exploring opportunities to optimise returns on uninvested funds. This may include the payment of monthly interest through strategic partnership. Client should also understand that any interest received

is derived from such partnerships rather than from deposit-making or fixed-income instruments.

15.11 The additional interest is not a fixed-income product, nor does it constitute a deposit-taking activity. The Company does not accept deposits, use any fixed-income instruments to generate returns, or function as a banking institution,

15.12 The Company will diligently select and review potential partners to ensure the security and reliability of client funds, prioritising the safety and interests of its clients above all else. Such partners must be registered as Financial Service Providers (FSP) in the jurisdiction of South Africa, have all the required licences and operate in its territory.

15.13 Clients understand that by entrusting their funds to the company, they may benefit in form of interest payments from partner institutions.

15.14 Client also acknowledges that the Company has the right and will apply a service charge of up to 2% when the client uninvested funds are held through any Liquidity Provider. This charge is intended to cover associated costs and will not affect the terms and amount of interest payments.

15.15 The Client may regularly communicate with the Company regarding their funds and, upon request, the Company should provide transparent information detailing the allocation of such funds among different partners to maintain a high level of trust and accountability.

15.16 The Company may deposit Client funds into Liquidity Provider accounts, where they may accrue interest at the applicable overnight rate.

16. DEPOSITS AND WITHDRAWALS

16.1 The Client may deposit funds into the Client's Trading Account at any time during the course of this Agreement. Deposits will be made via the methods accepted by the Company from time to time. The detailed information about deposit options is shown on the Website.

16.2 Upon making a deposit, the Client shall designate the Trading Account to which such funds are to be allocated. Deposits are not automatically distributed across multiple

Trading Accounts.

16.3 The Company shall have the right to request from the Client at any time any documentation to confirm the source of funds deposited into the Client's Trading Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

16.4 If the Client makes a deposit, the Company shall credit the relevant Client's Trading Account with the relevant amount actually received by the Company within two (2) Business Days following the amount is cleared in the bank account of the Company and relevant compliance procedures.

16.5 If the Client makes a deposit during official holidays or weekends in South Africa, there may be delays in crediting the funds to the Client's Trading Account. This is due to the banking system's reduced operations on these days, which can impact the processing time. As a result, the funds may not be immediately available for trading until the next business day when normal banking operations resume.

16.6 The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

16.7 Upon requesting a withdrawal, the Client shall designate the Trading Account from which funds are to be withdrawn. Withdrawals shall be effected exclusively from the specific Trading Account where the funds are held.

16.8 Upon the Company receiving a request from the Client to withdraw funds from the Client's account, the Company shall process the withdrawal request within three (3) Business Days, if the relevant requirements are met:

16.8.1 the withdrawal request includes all required information;

16.8.2 the request is subject to the right of the Company to require additional information and/or documentation prior to releasing any funds in compliance with the specific clause if this Agreement;

16.8.3 the Company, in accordance with Anti-money laundering framework, has been satisfied that the bank and/or debit card account where the transfer is to be made to, belongs to the Client. To this end the Company may request evidence such as bank statements or equivalent;

16.8.4 at the moment of payment, the Client's Free Margin is equal to or higher than the

amount specified in the withdrawal instruction including all payment charges. Free margin is calculated in accordance with the following formula: Free Margin = Balance — Margin + Floating Profit — Floating Loss;

16.8.5 there is no Force Majeure event which prohibits the Company from effecting the withdrawal.

16.9 The Company cannot be held responsible for delays caused by incomplete documentation or the Client Bank's internal procedures;

16.10 It is agreed and understood that the Company will not accept third party or anonymous payments in the Client's Trading Account and will not make withdrawals to any other third party or anonymous account. Only in exceptional cases and upon the approval by the relevant compliance department.

16.11 The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

16.12 All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client's Trading Account for these charges.

16.13 Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to suffer the loss.

16.14 It is understood that the Client has the right to withdraw the funds which are not used for margin covering, free from any obligations from the Client's Trading Account without closing the said Client's Trading Account.

16.15 The Client agrees to pay any incurred bank or other third-party payment services provider's transfer fees when withdrawing funds from the Client's Trading Account to his designated bank account. The Client is fully responsible for payments details, given to the Company and the Company accepts no responsibility for the Client’s funds, if the Client’s given details are wrong. It is also understood and agreed by the Parties, that the Company accepts no responsibility for any Client unless and until they are deposited into the Company's bank account(s). It is clarified that the Company has not authorised any Client Introducers or other third parties to accept deposits of Client money on its behalf;

16.16 The Client agrees that any amounts sent by the Client, will be deposited to the Client's Trading Account at the value date of the payment received and net of any charges / fees charged by the bank account providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client before making any amount available to the Client's Trading Account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received. The Company reserves the right, at its sole discretion, to apply fees or charges on deposits made by the Client. The applicable deposit fees, including the rates, calculation methods, and any related terms, are published on the Company's Website and within Mobile application.

16.17 Withdrawals should be made using the same method used by the Client to fund the Client's Trading Account and to the same remitter. The Company reserves the right to request further documentation while processing the withdrawal request or to decline a withdrawal request with a specific payment method and suggest another payment method where the Client needs to proceed with a new withdrawal request. The Company reserves the right if it is not satisfied with any documentation provided by the Client, to reverse the withdrawal transaction and deposit the amount back to the Client 's Trading Account.

16.18 In the event that any amount received by the Client is reversed by the bank account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's Trading Account and reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of the Client 's Trading Account(s).

16.19 It is understood and accepted by the Client that in case there is a negative balance and there are no open positions on the Client's Trading Account, the Company, reserves the absolute right to manually adjust the Client's Trading Account back to zero (0) accordingly.

16.20 The Client is also prohibited from Transitioning of Funds. This type of activity may indicate attempts to misuse the Client's Trading Account for purposes other than genuine investment activities, such as avoiding regulatory scrutiny or engaging in potentially illicit financial transactions.

16.21 To prevent Transitioning of Funds, the Company establishes two types of Fees:

- **Early Withdrawal Fee** will be charged in amount of 10% on any funds withdrawn within 30 days of deposit;
- **Account Closure Fee** will be charged in amount of R1 000 in cases where the Trading Account is closed within 90 days of opening.

16.22 These Fees will be applied at the discretion of Company's compliance and risk teams in order to assess each case individually and take the appropriate measures as necessary. Such measures are designed to discourage the misuse of Trading Accounts, such as rapidly depositing and withdrawing funds without engaging in Substantial Investment Activities.

17. INACTIVE AND DORMANT CLIENT'S TRADING ACCOUNT(S)

17.1 In case of absence of any activity for a period of (3) three months of the Client's Trading Account (i.e. Inactive Trading Account), the Company reserves the right to apply an administrative fee in order to maintain the trading account assuming that the Client's Trading Account has the available funds.

17.2 The administrative fee in amount of 50 ZAR will be charged monthly for any Trading Account that is deemed Inactive Trading Account. This fee will continue to be applied each month until Trading Account activity resumes or the Client's account is closed.

17.3 In the event of an Inactive Trading Account for more than one (1) year, the Company reserves the right to terminate the Trading Account as per the specific clause of this Agreement.

18. LIEN

18.1 The Company shall have a general lien on all funds held by the Company or its associates or its nominees on the Client's behalf until the satisfaction of his obligations under this Agreement.

19. NETTING-OFF AND SET-OFF

19.1 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

19.2 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

19.3 The Company has the right to combine all or any Client' Trading Account(s) opened in the Client's name and to consolidate the Balances in such accounts and to set-off such Balances in the event of Termination of the Agreement.

20. COMPANY FEES, TAXES AND INDUCEMENTS

20.1 The provision of the Services by the Company is subject to payment of fees such as brokerage fees / commissions, Rollover and other fees. For keeping a position overnight in some types of CFDs the Client may be required to pay or receive financing fees "Swap/Rollover". Spreads and Swap rates appear in the Trading Conditions on the Website and/or Platform. Any additional Company fees (such as account maintenance fees or inactivity fees) appear on the Website and/or Platform. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees as such modification will be published on the Website and/or Platform available and public to all its Clients. Modifications are done under the specific paragraph of this Agreement.

20.2 The Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the Company hereunder and shall pay the Company, immediately when so requested by the latter and the Company is entitled to debit the Client's Trading Account(s) with any value added tax or any other tax,

contribution or charge which may be payable as a result of any transaction which concerns the Client or any act or action of the Company under the Agreement.

20.3 In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the Client's Trading Account(s) with the said amount and in view of covering the aforementioned amount.

20.4 By entering into the Agreement, the Client has read and understood and accepted the information under the title "Trading Conditions", that form part of this Agreement, as this information is loaded on the Website public and available for all Clients, in which all related fees are explained.

20.5 The Client undertakes to pay all stamp expenses relating to the Agreement and/or any documentation which may be required for the execution of the transactions under the Agreement.

21. COMPANY LIABILITY

21.1 The Company shall conclude transactions in good faith and with due diligence but shall not be held responsible or liable for any negligent or wilful or fraudulent act or omission of any person duly authorised by the Client to act on its behalf and give instructions and Orders to the Company.

21.2 The Company shall not be held responsible or liable for any loss of opportunity as a result of which the value of the Client 's Financial Instruments could increase or for any reduction in the value of the Client 's Financial Instruments, regardless of how such decrease may arise, unless to the extent that such loss or reduction is directly due to deliberate omission or fraud by the Company or its employees.

21.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement due to the non-fulfilment of any of the Client 's statements contained in the Agreement, it is understood that the Company bears no responsibility whatsoever and it is the Client 's responsibility to indemnify the Company.

21.4 The Company shall not be held liable for the loss of Financial Instruments and funds of the Client, including the cases where the Client 's assets are kept by a third party such as

a bank or other financial institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information.

22. AMENDMENTS

22.1 The Company may upgrade the Client's Trading Account, convert the Client's Trading Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client.

22.2 The Company may also change any terms of the Agreement for any of the following reasons.

22.2.1 Where the Company reasonably considers that:

22.2.1.1 the change would make the terms of the Agreement easier to understand; or

22.2.1.2 the change would not be to the disadvantage of the Client.

22.2.2 To cover:

22.2.2.1 the involvement of any service or facility the Company offers to the Client; or

22.2.2.2 the introduction of a new service or facility; or

22.2.2.3 the replacement of an existing service or facility with a new one; or

22.2.2.4 the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.

22.3 To enable the Company to make reasonable changes to the Services offered to the Client as a result of changes in:

22.3.1 the banking, investment or financial system; or

22.3.2 technology; or

22.3.3 the systems or Platform used by the Company to run its business or offer the Services hereunder.

22.4 As a result of a request of FSCA or of any other authority or as a result of change or expected change in Applicable Regulations.

22.5 Where the Company finds that any term in the Agreement is inconsistent with

Applicable Regulations. In such a case, it shall not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

22.6 As long as the Client is able to end the Agreement without charge, the Company may change any of the terms of the Agreement for any reason not listed under the specific clause of this Agreement.

22.7 For any change made to the specific clauses of this Agreement, the Company shall provide the Client with advance written notice of at least five (5) Business Days. The Client acknowledges that a change which is made to reflect an amendment of Applicable Regulations may, if necessary, take effect immediately and without prior notice.

22.8 For any change in Agreement, where the Company elects to provide written notice via a post on the Website, the Company shall also provide the said written notice with an additional means of written notice.

22.9 When the Company provides written notice of changes under the specific clauses of this Agreement, it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

22.10 The Company shall have the right to review each one of its products/services/trading conditions, including but not limited to costs, fees, charges, commissions, leverage limits, execution rules, trading times, as found on the Website and/or Platform, from time to time. Such changes shall be effected on the Website and /or the Platform and the Client is responsible to check for updates regularly. In the absence of a Force Majeure event, the Company shall provide the Client with prior notice on its Website and the Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

23. TERMINATION OF THIS AGREEMENT

23.1 The Client has the right to terminate this present Agreement by giving the Company at least seven (7) Business Days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all pending transactions on behalf of the Client shall be completed.

23.2 The first day of the Client's notice shall be deemed to be the date such notice has been received by the Company.

23.3 The Company may terminate the Agreement by giving the Client at least seven (7) Business Days written notice, specifying the date of termination in such;

23.4 The Company may terminate the Agreement immediately without giving seven (7) days' notice in the following cases:

23.4.1 In an Event of Default of the Client;

23.4.2 Death of the Client;

23.4.3 If any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken;

23.4.4 Such termination is required by any competent regulatory authority or body;

23.4.5 The Client violates any provision of this Agreement and in the Company's opinion, the Agreement cannot be implemented;

23.4.6 The Client violates any law or regulation to which he is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;

23.4.7 The Client involves the Company directly or indirectly in any type of fraud;

23.4.8 The Client is not acting in good faith and the Company has grounds to believe that the Client's trading activity affects in any way the reliability and/or operation of the Company;

23.4.9 An unauthorised person is trading on behalf of the Client;

23.5 The termination of this Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:

23.5.1 Any pending fee of the Company and any other amount payable to the Company;

23.5.2 Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;

23.5.3 Any damages which arose during the arrangement or settlement of pending obligations.

23.6 Once notice of termination of this Agreement is sent and before the termination date:

23.6.1 the Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions;

23.6.2 the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);

23.6.3 the Company will be entitled to refuse to accept new Orders from the Client;

23.6.4 the Company will be entitled to refuse to accept Client instruction to withdraw money from the Client's Trading Account; and

23.6.5 the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

23.7 Upon Termination, any or all the following may apply:

The Company has the right to combine any Client's Trading Account(s), to consolidate the Balances in such Client's Trading Account(s) and to set off those Balances:

23.7.1 The Company has the right to close the Client's Trading Account(s);

23.7.2 The Company has the right to convert any currency;

23.7.3 The Company has the right to close the Client's Open Positions;

23.7.4 The Company has the right to cease to grant the Client access to the Platform, including trading, depositing and opening new positions;

23.7.5 In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee and/or any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's instructions to the Client. It is understood that the Company will effect payments only to an account in the name

of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

23.8 Upon termination of this Agreement, the Company shall immediately hand over to the Client the Client's assets in its possession, provided that the Company shall be entitled to keep such Client's assets as necessary to close positions which have already been opened and/or pay any pending obligations of the Client, including, without limitation, the payment of any amount which the Client owes to the Company under this Agreement.

24. ACKNOWLEDGEMENT OF RISKS

24.1 The Client unconditionally acknowledges and accepts that, regardless of any information which may be provided by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

24.2 The Client unconditionally acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and unconditionally accepts and declares that he is willing to undertake this risk.

24.3 The Client declares that he has read, comprehends and unconditionally accepts the following:

24.3.1 Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers;

24.3.2 Some Financial Instruments may not become immediately liquid as a result e.g. of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks;

24.3.3 When a Financial Instrument is traded in a currency other than the currency of the Client 's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance;

24.3.4 A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations;

24.3.5 The Financial Instruments offered by the Company are a non-delivery spot transaction and CFD Contract giving an opportunity to trade on changes in currency and cryptocurrency rates, commodities, stock market indices or share prices called the Underlying Assets;

24.3.6 The value of the Financial instruments is directly affected by the price of the security or any other Underlying Asset which is the object of the acquisition;

24.3.7 The Client should not purchase Financial Instruments unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

24.3.8 CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how CFDs, or any other products work and whether you can afford to take this risk.

24.3.9 Trading in crypto assets involves significant risks, including high market volatility, liquidity challenges, and potential losses due to rapid price fluctuations. The legal and regulatory environment is constantly evolving, which can impact the value and legality of crypto assets. Security risks, such as hacking or theft, are prevalent, and the underlying blockchain technology is still developing, posing technical and operational risks. The market is less regulated, making it vulnerable to manipulation and fraud. Counterparty risks exist when trading through exchanges, and tax implications can be complex and vary by jurisdiction. Given these factors, there is a possibility of losing your entire investment in crypto assets. It is crucial to thoroughly understand these risks, conduct research, and seek professional advice before trading in crypto assets.

24.4 The Client acknowledges and accepts that there may be other risks which are not contained in the specific paragraph of this Agreement and has read and accepted all information under the titles "General Risk Disclosure" as this information is loaded on the Company's webpage public and available to all Clients.

25. CONFLICT OF INTEREST

25.1 The Company declares that it takes all necessary measures, where possible, in order to anticipate or solve any conflicts of interest between, on the one hand itself and its associated persons and Clients and on the other hand, between its Clients. In any case, the Company draws the Client 's attention to the following possibilities of a conflict of interest:

25.1.1 The Company and/or any associated company and/or any company which is a member of the group of companies to which the Company belongs to and/or any natural person related to the Company, might:

25.1.1.1 Be providing other services to associates or other Clients of the Company who may have interests in Financial Instruments or Underlying Assets, which are in conflict or in competition with the Client's interests;

25.1.1.2 Be an issuer of the Financial Instruments in which the Client wishes to conclude a transaction;

25.1.1.3 Act on its behalf and/or for another Client as purchaser and/or seller and may have an interest in the Financial Instruments of the issuer in which the Client wishes to conclude a transaction;

25.1.1.4 Act as an Agent, and/or have any trading or other relationship with any issuer;

25.1.1.5 Pay a fee to third persons who either recommended the Client to the Company or who mediated in any way so that the Client 's Orders are forwarded to the Company for execution;

25.1.1.6 Have an interest in the outcome of a service provided to the Client or of a transaction carried out on behalf of the Client, which is distinct from the Client's interest in that outcome;

25.1.1.7 Have distinct interests than the interests of the Client in case where other members of the Group provide services to the Company (e.g. Liquidity Provider).

25.1.1.8 The Company may be matching the Client's orders with that of another Client by acting on such other Client's behalf as well as on the Client's behalf.

25.2 The Client has read and unconditionally accepts the "Conflict of Interest Policy" the Company has adopted, as this policy is mentioned in detail on the Website public and available to all Clients.

26. PERSONAL DATA, CONFIDENTIALITY, RECORDING OF TELEPHONE CALLS AND RECORDS

26.1 The Company may collect Client information directly from the Client (through the completed Registration Form or other means) or from external sources, such as credit reference agencies, fraud prevention agencies, banks, other financial institutions, third-party authentication service providers, and public register providers.

26.2 Other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes, information already in the public domain or already possessed by the Company without a duty of confidentiality, will not be regarded as confidential.

26.3 The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

26.3.1 Where required by law or a court order by a competent Court;

26.3.2 Where requested by FSCA or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;

26.3.3 To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;

26.3.4 To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;

26.3.5 To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They

may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;

26.3.6 To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;

26.3.7 To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

26.3.8 To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

26.3.9 To market research call centres that provide telephone or electronic mail (e-mail) surveys with the purpose to improve the services of the Company, in such a case only the contact details data will be provided;

26.3.10 Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority;

26.3.11 At the Client's request or with the Client's consent;

26.3.12 To an Affiliate of the Company or any other company in the same group of the Company.

26.3.13 To permitted successors or assignees or transferees or buyers, with fifteen (15) Business Days prior written notice to the Client;

26.3.14 Client Information is disclosed in relation to USA taxpayers to the tax authorities in South Africa, which will in turn report this information to the Internal Revenue Service (IRS) of the USA according to the Foreign Account Tax Compliance Act (FATCA) of the USA and the relevant intergovernmental agreement between South Africa and the USA.

26.4 The Company will use, store, process and handle personal information provided by the Client in compliance with the provision of the Services, in accordance with the Protection of Personal Information Act, Act 4 of 2013.

26.5 The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client.

26.6 The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with the Client, from time to time, by telephone, facsimile, electronic mail (e-mail) or post for marketing purposes to bring to the Client's attention products or services that may be of interest to him/her or to conduct market research.

26.7 Under Applicable Regulations, the Company may keep records containing Client personal data, trading information, Client's Trading Account(s) opening documents, all conversations and communication with the Client (including telephone recordings) that result or may result in Transactions, and anything else which relates to the Client, for at least five (5) years after termination of the Agreement, and all the aforementioned shall be made available.

26.8 Any disclosure of the Client information to a third party outside of South Africa including Liquidity Provider, is subject to a written agreement with such third party that includes appropriate provisions to safeguard the client information and ensure that it is processed in accordance with the eight conditions of lawful processing set out in the Protection of Personal Information Act, 2014 ("POPIA").

27.INFORMATION PROVIDED BY THIRD PARTIES

27.1 The Company's Website, Platform(s), electronic mails (e-mails), text messages (SMS), phone calls and/or any other method of communication with the Client(s), provide content, third party services and / or links to websites, controlled and / or offered exclusively by third parties, which are provided ONLY as a convenience to the Company's Clients.

27.2 The Company hereby declares that any third-party information is being forwarded to the Company's Clients without limitation and without any amendment on behalf of the Company. All Clients receive the same third-party information. Furthermore, the Company declares that the third-party information is being forwarded without going through any method of process and/or analysis and/or editing;

27.3 The Company shall not be responsible for any loss, damage, cost or expense of any nature whatsoever (including without limitation of a direct, indirect or consequential

nature, any economic, financial loss or any other loss, or loss of turnover, profits, business or goodwill) which was incurred or suffered by third party sites and / or services and/ or any kind of information provided by a third party to clients as a convenience via Company's website, platforms, e-mails, text messages (SMS), phone calls and/ or any other method of communication with the clients.

27.4 The information should not be construed as containing investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments.

27.5 The Company does not explicitly or implicitly endorse or approve any products, content, information or services offered by any third party.

27.6 The Company does not guarantee the accuracy, suitability, completeness or practicality of any information and / or services provided by a third party. Information and / or services provided by a third party are ONLY information and the Company SPECIFICALLY DISCLAIMS any liability. Clients using third party services (including but not limited to websites and / or information and / or services) USE THEM AT THEIR OWN RISK.

28.NOTICES

28.1 Unless the contrary is required by the Company, any notice, instructions, authorisations, requests and or other communication between the Client and the Company under this Agreement, shall be taking place via electronic mail (e-mail) or other ways specified on the Company's web-site. Any letter must be sent to the Company's registered mailing address or to any other address which the Company may from time to time specify to the Client. In this last case, the notice, instructions, authorisations, requests and/or any other communication, shall take effect once the letter is received by the Company and not in any prior period.

28.2 The Client hereby acknowledges and accepts that the Company shall use the electronic mail's address Client provided upon completion of the Registration Form for any communication based on the specific clause of this Agreement. The Client further accepts that he shall inform the Company immediately in case of an additional electronic mail (e-

mail) address.

28.3 The Company reserves the right to specify any other way of communication with the Client.

28.4 The Company shall accept withdrawal requests directly from the Platform of the Client. The Client however may be requested to provide further documentation in order to comply with the Company's withdrawal procedures. The Company reserves the right not to accept withdrawal requests from the Platform and to ask the Client to submit the relevant withdrawal request form which can be found on the Website in writing along with any further document might be necessary in order to proceed with the request.

28.5 The Company may, at any time, assign and/or transfer to any legal or natural person any of its rights and/or obligations as they arise or are provided for in this present Agreement.

29.COMPLAINT HANDLING PROCEDURE

29.1 Any Complaints shall be addressed to the Company's Compliance Department, an independent department within the Company, to the electronic mail (e-mail) address complaints@brokstock.co.za and info@brokstock.co.za.

29.2 The Compliance Department shall investigate the complaint and revert to the Client within a maximum period of four (4) weeks.

29.3 The Client agrees to check the "Complaints Procedure" the Company has adopted, as this procedure is mentioned in detail on the Website (https://brokstock.co.za/company/complaint/) public and available to all Clients.

30.GENERAL PROVISIONS

30.1 The Client acknowledges that no representations were made by or on behalf of the Company that have in any way incited or persuaded the Client to enter into this Agreement.

30.2 In case any provision of the Agreement is or becomes, at any time, illegal and/or void and/or non- enforceable in any respect, in accordance with a law and/or regulation of

any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

30.3 All transactions on behalf of the Client shall be subject to Applicable Regulations, which govern the establishment and operation of the South African regulated entities. The Company shall be entitled to take or omit to take any measures, which it considers desirable in view of compliance with the Applicable Regulations. Any such measures as may be taken and all the Applicable Regulations in force shall be binding on the Client.

30.4 The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under this present Agreement.

30.5 The Client accepts and understands that the Company's official language is English language and should always read and refer to the Website for all information and disclosures about the Company, its policies and its activities. It is understood that the Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries, which contain information and disclosures to clients and prospective clients in any language other than English language.

30.6 The Company shall not send directly or indirectly any communication to, or publish information accessible by, a Client, relating to the marketing, distribution or sale of a CFD unless it includes the appropriate risk warning as specified by Applicable Regulations.

30.7 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing fifteen (15) Business Days prior written notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

30.8 It is agreed and understood that in the event of transfer, assignment or novation described in specific clause of this Agreement, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files

and records, the Client trading history) transfer the Client's Trading Account and the Client Money as required, subject to providing fifteen (15) Business Days' notice.

30.9 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

31. APPLICABLE LAW, JURISDICTION

31.1 This present Agreement shall be governed by, interpreted and construed in accordance with the Laws of South Africa. Any disputes arising out of or in connection with this present Agreement which are resolved by mutual agreement, shall be settled in the Courts of South Africa.

31.2 It is agreed by both Parties that in the event that any of the Terms and Conditions of this Agreement, is to be proven in whole or in part contradictive to any South African laws and/or regulations, then this term will be immediately null and void without influencing validity of the rest of the Agreement.

32. RESTRICTIONS ON USE

32.1 The Service is not intended for any person:

32.1.1 who is under the age of 18 years old or is not of legal competence or of sound mind;

32.1.2 who resides in any country where such distribution or use would be contrary to local law or regulation. It is the Client's responsibility to ascertain the terms of and comply with any local law or regulation to which he/she is subject.

33. CLIENT DECLARATION

33.1 The Client solemnly declares that:

33.1.1 They have carefully read, fully understood, and accepted the entire text of the above Terms and Conditions and Appendices, and fully and unconditionally agree to them.

33.1.2 They have reviewed all the information provided on the Website regarding the Company, its Services, relevant fees and costs, Order and Execution Policy, Conflict

of Interest Policy, General Risk Disclosure, and have found all relevant information to be up to standard.

33.1.3 They are over 18, and to the best of their knowledge and belief, the information provided in the Registration Form and any other documentation supplied in connection with the application is correct, complete, and not misleading. They will inform the Company of any changes to the details or information entered in the Registration Form.

33.1.4 They accept that for any Orders placed with the Company for the Financial Instruments offered, the Company will act as an agent and not as a principal on the Client's behalf. The sole execution venue for the execution of their Orders shall be on the Platform.

33.1.5 They have chosen the investment amount, taking their total financial circumstances into consideration, which they consider reasonable under the circumstances.

33.1.6 For any money handed over to the Company, it is agreed that it belongs exclusively to the Client, free of any lien, charge, pledge and/or any other encumbrance, being no direct or indirect proceeds of any illegal act or omission or product of any criminal activity.

33.1.7 They act on their own behalf and not as a representative or trustee of any third party, unless they have provided the Company with a document and/or power of attorney that satisfactorily authorises them to act as a representative and/or trustee of a third party.

33.1.8 They understand, accept, and agree that the Company reserves the right to refund or return any amounts received to the remitter (or beneficial owner) if there is sufficient evidence that these amounts are direct or indirect proceeds of any illegal act, omission, or criminal activity, or if they belong to a third party and the Client has not provided sufficient explanation or justification for this. The Client consents that the Company may reverse any previous transactions in any of the Client's Trading Accounts and terminate the Agreement under the specific paragraph of this Agreement. The Company reserves the right to take any legal action against the Client to protect itself in such an event and to claim any damages caused directly or indirectly by the Client as a result of such an occurrence.

33.1.9 They guarantee the authenticity and validity of any document provided to the

Company.

33.1.10 They have regular access to the internet and consent to the Company providing them with documents that form the Agreement, including any amendments to fees, costs, Contract Specifications, Products and Services offered, Financial Instruments offered, or the characteristics of the Client's Trading Account(s), as well as information about the nature and risks of investments. These documents, amendments, and information may be provided by posting them on the Website or Platform, or by sending an electronic mail (email).

33.1.11 They acknowledge that the Company only acts as intermediary between the Client and the Liquidity Provider and is not the Client's counterparty to any Transactions.

SIGNATURES

BROKSTOCK SA (PTY) LTD	**CLIENT**
represented by:	represented by:
_____	_____
Name:	Name:
Title:	Title:
Date:	Date:

Annex 1 LIQUIDITY PROVIDERS DETAILS

- It is imperative that a distinct differentiation is made between liquidity providers that are focused on serving clients and those that are proprietary, utilised by the Financial Services Provider (FSP).
- This distinction ensures transparency and aligns with best practices in financial management, allowing for the identification of potential conflicts of interest and the assurance of fair and unbiased services to clients.
- By clearly identifying and segregating the roles and functions of client-oriented liquidity providers from those operating on a proprietary basis, the FSP can maintain the integrity of its operations and foster trust among its clientele. This delineation also facilitates regulatory compliance, enhances operational clarity, and supports the effective management of financial resources within the FSP's ecosystem.
- Client Orientated Liquidity Providers
  - Domestic CFDs: SBG Securities (Pty) Ltd
  - International CFDs (which include equities, currencies and commodities): The Ultima Investments Cyprus Limited, GTN Middle East Financial Services (DIFC) Limited
  - Cryptocurrencies: Binance Bahrain B.S.C.

These Liquidity Providers issue the following financial instruments:

- CFDs on US stocks;
- CFDs on European stocks;
- CFDs on currency pairs;
- CFDs on indices;
- CFDs on commodities;
- CFDs on metals;
- CFDs on cryptocurrency.