



# CLIENT AGREEMENT



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# CLIENT AGREEMENT

## 1. Introduction

- 1.1. This Agreement (hereinafter referred to as “**the Agreement**”) is hereby entered into by and between Trive South Africa (Pty) Ltd (hereinafter referred to as “**Trive SA**”), the Client and Trive Financial Services Ltd (hereinafter referred to as “**Trive MU**”).
- 1.2. Trive SA is an authorised Financial Services Provider with FSP license number: 27231, and with registered address situated at 4 Karen Street Office Park, Bryanston, Sandton, 2191, South Africa, duly established and doing business under the laws of the Republic of South Africa and is the holder of a Category I and Category II FSP license, issued by the Financial Sector Conduct Authority (hereinafter referred to as “**the FSCA**”), and as such is duly authorised to render Advisory and Intermediary Services of a nondiscretionary nature in the various categories and subcategories set out in **Annexure A** to this Agreement (hereinafter referred to as “**the Services**”).
- 1.3. Trive SA will act in its capacity as Intermediary as defined in the Financial Advisory and Intermediary Services Act, 37 of 2002 (hereinafter referred to as the “**FAIS Act**”).
- 1.4. In terms of the Agreement, Trive SA is authorised to act as **Agent** on behalf of the Client, who will be **Principal Counterparty** to the Agreement, and Trive MU, an authorised online trading broker with license number: GB21026295, and with registered address situated at The Cyberati Lounge, Ground Floor, Silicon Avenue, 40 Cybercity, 72201, Ebene, Republic of Mauritius, duly established and doing business under the laws of the Republic of Mauritius, will also act as **Principal Counterparty** to the Agreement.
- 1.5. Trive MU is duly authorized and regulated by the Mauritius Financial Services Commission (hereinafter referred to as “**the MFSC**”), and will be the sole avenue for execution of all trades in terms of the Agreement.
- 1.6. The Client, Trive SA and Trive MU shall hereinafter be referred to as the “**Party**” when referred to individually, and as the “**Parties**” when referred to collectively.
- 1.7. While Foreign Exchange is traded globally, Contracts for Difference (hereinafter referred to as “**CFDs**”) are not. Certain countries do not allow Clients to use such instruments and it is the responsibility of the individual to make sure that they comply with any local laws that are applicable to them, both in terms of holding an account and the relevant applicable tax laws. Specifically Trive MU does not allow, amongst others: stateless persons, persons under the age of 18 years, citizens of Afghanistan, American Samoa, Australia, Belarus, Belgium, Cambodia, Canada, Cuba, Democratic People’s Republic of Korea, Eritrea, Guam, Germany, Indonesia, Islamic Republic of Iran, Iraq, Israel, Japan, Libya, Mali, Malta, Malaysia, Mauritius, Myanmar, Northern Mariana Islands, Puerto Rico, Somalia, South Sudan, Spain, St Vincent & the Grenadines, Syrian Arab Republic, Turkey, United Kingdom, United States, United States Minor Outlying Islands, Virgin Islands U.S, Venezuela and Yemen and citizens of any state or country where it may be against the law of that country to trade with a Mauritius based company and/or where the Services are not made available by the company to hold an account with Trive MU. In any case, above all, it is the Client’s responsibility to avoid contravening any legislation in the country from where Client is at the time.
- 1.8. This Agreement, together with any Annexures added hereto, as may be amended from time to time, sets out the terms upon which Trive SA and Trive MU will offer Services to the Client as well as the rights and obligations of each party to this Agreement.

The following documents which are found on the website, [www.trive.com/afr](http://www.trive.com/afr), as may be amended from time to time, and all regulatory documents which may be posted from time to time on the website shall be read in conjunction with this Agreement, and collectively referred to as “**the Agreement**”:

1. Terms of Business;
2. Risk Disclosure Policy;
3. Privacy Policy;
4. Cookie Policy;
5. KYC Policy;
6. Conflicts of Interest Policy;
7. Complaints Procedure and Resolution Policy; and

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### 8. Annexure A – Regulatory Disclosures.

This Agreement and the group of documents referred to above, as amended from time to time, are collectively referred to as the "**Agreement**" and the relationship between the Client, Trive SA and Trive MU shall be conducted in such a manner which does not conflict with the Agreement.

The words 'trading' and 'trade' are used interchangeably in the Agreement.

The Agreement covers both Currency Pairs ("**Forex**" or "**FX**") and CFDs and should be read carefully together with any amendments and addendums. The Client agrees to be bound by those areas of this Agreement that are pertinent to the types of accounts held by the Client, and the types of trades executed with Trive MU, along with non-trading operations.

The Agreement will be deemed to be the most recent and applicable and will come into effect when Trive SA opens an account or accounts for the Client, or when Trive SA notifies the Client of the new Agreement taking effect from a previous version (for stated notification procedure, please refer to article 18 (Communications and Verification) of the Agreement). The Agreement will apply to all new and existing trades taken out.

- 1.9. Upon the Client's acceptance of the Agreement and Trive SA and Trive MU's acceptance of the Client as a client, the Client warrants to Trive SA and Trive MU that every trade the Client transacts with Trive MU, the Client does so directly with Trive MU in accordance with the Agreement.
- 1.10. If any part of this Agreement is deemed to be invalid or unenforceable, then the rest of this Agreement will still be enforceable.
- 1.11. The terms and conditions of the Agreement shall be considered completely understood and accepted by the Client at the time of Trive SA and/or Trive MU's receipt, of advance payments made by the Client in accordance with the Agreement.
- 1.12. When Trive SA and/or Trive MU receives the Client's advance payments, and provided that the Customer Due Diligence procedures are satisfactorily fulfilled, operations conducted by the Client on the Internet Trading Platform are subject to the Agreement. As a Client of Trive SA and Trive MU, besides the undertakings under article 1.3 above, the Client also undertakes only to trade if:
  - a) The Client is not bankrupt or going through bankruptcy proceedings or subject to any legal regulations that may prevent the Client from adhering to the Agreement;
  - b) The Client's personal details held with Trive SA and Trive MU are up to date, and if the Client is a corporate/institutional client, the Client has sought permission from the Client's compliance officer/legal adviser and the Client authorises Trive SA and Trive MU to provide the Client's compliance department/legal adviser with copies of the Client's account dealings. Where the Client is employed by a regulated firm, the Client has sought permission from the Client's compliance officer and the Client authorises Trive SA and Trive MU to provide the Client's compliance/legal department with copies of the Client's account dealings.
- 1.13. The Client and Trive MU enter operations on the Internet Trading Platform as principals, and Trive SA shall act as an agent on the Client's behalf. The Client shall be directly and entirely responsible and accountable for fulfilling all their obligations in respect of their operations on the Internet Trading Platform. If a Client acts on behalf of a third party, regardless of whether that third party is identified, Trive SA and Trive MU shall not view that third party as a Client, may refuse to provide Services and shall not accept or bear any liability towards them unless otherwise expressly and specifically agreed in writing.
- 1.14. Any trades on the Client's account must be made by the Client and not by a third party, unless the Client has returned a signed Power of Attorney to Trive SA and/or Trive MU, along with further documentation as may be requested from Trive SA and/or Trive MU (Please see article 27.b of the Terms of Business for further information about authorization.). If the Client has facilitated someone other than the Client to trade on the Client's account with Trive MU without complying with the authorization procedure set forth under the Agreement, then the Client is still liable for all trades carried out on this account, liable for all monies owed and cannot make any claims against Trive SA and/or Trive MU.
- 1.15. If the Client is legally required to accept anything where normally a signature would be required, then this can be done electronically by 'clicking' the appropriate button or following other on-screen instructions via the Website.

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- 1.16. Trive SA and Trive MU have the right to assign the legal benefit and responsibilities of the Agreement.
- 1.17. The Agreement does not in any way affect the Client's statutory rights.
- 1.18. The terms used herein are defined in article 30 ("Terms and Interpretation").
- 1.19. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

### 2. Risk Warning

- 2.1. Forex/FX and CFDs with Trive MU are both margin traded products. Therefore, they carry a high level of risk compared to other investments, and as such the Client could rapidly lose more than the Client's initial investment.
- 2.2. Margined trades are trades on the price movement of a product. They settle based on the difference between the opening price and the closing price of the trade.
- 2.3. The Client should not trade any margined product unless the Client fully understands all the risks involved with doing so and that the Client has sufficient resources available that in the event, however unlikely the Client may deem it to be, that if there is an adverse movement in the price of that product, Client can meet the financial obligations required with respect to margin payments and losses.
- 2.4. Margin trading is leveraged trading that allows 'gearing' which means that the Client can place a large trade by only putting up a small amount of money as margin. If the price moves in the Client's favour, the Client can greatly increase the Client's profits. However, even a small movement in price against the Client can lead to substantial losses and the Client may be required to deposit additional margin with Trive SA and/or Trive MU immediately to keep these trades open. The Client is liable for this and for any losses that may occur if the Client's positions are closed. The potential losses, or profits, for margin traded products are, or could be, unlimited and this should always be considered by the Client when making trading decisions.
- 2.5. Not all trades can be opened or closed 24 hours a day. Many are subject to strict opening and closing times which can fluctuate. These are posted on Trive MU's Market Information Sheets (MIS) which are available on the Website: [www.trive.com/afr/](http://www.trive.com/afr/), and which we endeavour to keep up to date, without any obligation or liability on Trive SA and Trive MU to do so, or for its accuracy. For example, national holidays and daylight savings changes will affect the times when the Client can trade. Also, a market may be suspended for a variety of reasons and during this time the Client will not usually be able to trade.
- 2.6. The Client is placing trades on Trive MU's prices and not those on an exchange. Depending on the market, Trive MU's prices will usually be based on an exchange price but can fluctuate away from the underlying prices due to a variety of reasons. All open trades can only be closed and settled with Trive MU.
- 2.7. The Client understands that Trive SA and Trive MU will not provide the Client with any financial, legal, accounting, tax, or other advice. As a result, the Client should ensure that the Client understands the risks involved. If the Client is in any doubt whatsoever about any aspect of the risks involved in Currency Pairs or CFDs then Trive SA and Trive MU recommend that the Client seeks independent professional help or advice before continuing.
- 2.8. If the Client is considering trading in shares in a company that the Client works for then the Client should seek legal advice beforehand to ascertain that the Client is not in breach of any regulations.
- 2.9. Margin trading is not necessarily designed to replace existing or traditional methods of investing and is therefore not suited to everyone.
- 2.10. The Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument offered for trading by Trive MU and accepts that he/she is willing to undertake this risk.
- 2.11. The Client should also read further details on the risks involved with trading with Trive MU which is set out in the Risk Disclosure Policy posted on the Website.

### 3. Service

- 3.1. Subject to the Client's obligations under the Agreement being fulfilled and to any other rights of Trive SA and Trive MU pursuant to the Agreement, Trive MU may provide the Client with the ability to effect Transactions allowed within the limits of Trive MU's licence, the Internet Trading Platform and the Agreement.
- 3.2. Trive MU shall carry out all Transactions with the Client on an execution-only basis and shall not manage the Client's Trading Account nor advise them. Trive MU is entitled to execute Transactions requested by the Client even if the Transaction may not be beneficial to the Client as the Client is solely responsible for making Client's own independent appraisal and investigation into the risks of a particular Transaction or to seek independent advice before entering into such a Transaction. Trive SA and Trive MU shall be under no obligation, unless otherwise specifically agreed in the Agreement, to monitor or advise the Client on the status of any Transaction, to make margin calls, or to close out any of the Client's Open Positions. Should Trive MU decide to do so, this shall be carried out on a discretionary basis and shall not be considered an undertaking of an obligation to continue doing so. It is solely the Client's responsibility to be aware of Client's positions at all times. Unless otherwise specifically agreed in writing, Trive MU is under no specific obligation to make an attempt to execute the Client's Order using quotes more favorable than those offered through the Internet Trading Platform. In order to obtain further information, please also see the "Trades" section of the Terms of Business.
- 3.3. The Client is not entitled to and shall not request or expect that Trive SA and Trive MU provide investment or trading advice, or any other reports or data intended to guide the Client in effecting any particular Transaction.
- 3.4. In the event that Trive SA and Trive MU does provide advice, information or offer recommendations to the Client, such advice, information or recommendations shall be non-binding and Trive SA and Trive MU shall not be held responsible for the consequences, or outcomes received from using these recommendations, information or advice. The Client acknowledges that Trive SA and Trive MU shall not, in the absence of fraud, or with intentional failure to carry out its responsibilities, or through gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, but not limited to, information regarding any Client Transactions. And, whilst Trive MU has the right to void or close any Transactions in specific circumstances set out in the, any Transactions the Client carries out following such inaccuracies or mistake shall remain valid and binding in all respects, both on the part of Trive MU and of the Client.
- 3.5. In order to manage any conflict of interest properly, Trive SA and Trive MU do the following:
  - a) Trive SA and Trive MU have taken all steps so that they can reasonably identify any conflicts of interests that may occur between themselves, their employees, Clients and any associated third parties or affiliates.
  - b) If Trive SA and/or Trive MU does identify any such conflict of interest, they will then manage that situation so as to prevent its abuse.
  - c) Above all, the interests of the Clients are paramount. Every effort will be made to ensure that all Clients and their business transactions are treated fairly and professionally.
  - d) In the event of a potential conflict where more than one Client has an order in the same market then these will be filled on a first come first served basis.
  - e) Trive SA and Trive MU, their employees or any third-party associates should not benefit directly from any conflict of interest, apart from in their normal business.
  - f) The Client accepts that while every effort will be made to ensure no abuse occurs, there will be times where a conflict of interest may occur.
  - g) Trive SA and Trive MU's staff are required to carry out their duties in the best interest of Clients under all circumstances. At no time shall any situation of conflict of interest or potential conflict of interest affect or impair their duty to act in the best interests of Clients.
- 3.6. Trive SA and/or Trive MU may periodically act on a Client's behalf in relations with parties with whom Trive SA and/or Trive MU or another affiliated party has an agreement permitting Trive SA and/or Trive MU to receive goods or services. Trive SA and Trive MU ensure that such arrangements shall be conducted with the Client's best interest in mind including, such arrangements which grant access to information, or other benefits/services which would not otherwise be available.

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- 3.7. The Policy applies to retail and professional Clients. This Policy applies when receiving and transmitting Client Orders and/or executing Client Orders for the Financial Instruments with Trive MU. The Financial Instruments provided by Trive MU are Forex/FX and CFDs, and it is up to Trive MU's sole discretion to decide which types of Financial Instruments to make available, and to publish the prices at which these can be traded. In relation to individual transactions in Forex/FX and CFDs with the Execution Venue, Trive SA always acts as an agent acting on behalf of Clients. The Counterparty (or principal) to every trade is always Trive MU; therefore, if the Client decides to open a position in a Financial Instrument with Trive MU, then that Open Position can only be closed with Trive MU.

### 4. Client Categorization

- 4.1. According to Applicable Regulations, Trive SA and/or Trive MU is obligated to classify its Clients into one of the following categories: Retail Client, Professional Client, or Eligible Counterparty. In terms of this Agreement, the Client is to be categorized and treated as a Retail Client.
- 4.2. Should the Client desire to be subject to the Applicable Regulations and Trive SA and Trive MU's Client Categorization as a Professional Client or Eligible Counterparty, it is imperative for the Client to communicate such intention in writing, clearly articulating this desire in good faith and with complete transparency regarding the provided details. The ultimate determination of whether the Client's Categorization should be changed rests solely at the discretion of Trive SA and Trive MU. This categorization is contingent upon the information furnished by the Client to Trive SA and/or Trive MU and in accordance with the "Client Categorization" method. By consenting to this Agreement, the Client acknowledges the application of said method. Trive SA and/or Trive MU will notify the Client of their categorization in accordance with the Applicable Regulations. The Client retains the right to request an alternative categorization.
- 4.3. The Client acknowledges that, in the process of categorizing and transacting with the Client, Trive SA and Trive MU will depend on the accuracy, completeness, and correctness of the information presented by the Client in their Registration Form. The Client is obligated to promptly notify Trive SA and/or Trive MU in writing of any subsequent changes to such information.
- 4.4. It is acknowledged that Trive SA and Trive MU possess the right to assess the Client's Categorization and modify it if deemed necessary, contingent upon Applicable Regulations.

### 5. Assessment

- 5.1. In providing the Service of Reception and Transmission and Execution of Client Orders, Trive SA and Trive MU shall seek information from a Client or potential Client regarding his/her knowledge and experience in the investment field relevant to the specific type of Service or Financial Instrument offered or demanded, so as to enable Trive SA/ Trive MU to assess whether the Service or Financial Instrument is appropriate for the Client or potential Client.
- 5.2. In instances where the Client or potential Client fails to furnish the information specified in clause 5.1 above, or provides insufficient details regarding their knowledge and experience, the Trive SA/ Trive MU is obligated to caution the Client or potential Client that it is unable to ascertain whether the envisaged Service or product is suitable for them. This warning may be conveyed in a standardized format.
- 5.3. Trive SA/ Trive MU shall presume that the information pertaining to the Client's or potential Client's knowledge and experience provided to Trive SA/ Trive MU is accurate and complete. Trive SA/ Trive MU bears no responsibility to the Client or potential Client if such information is incomplete, misleading, changes, or becomes inaccurate. Trive SA/ Trive MU is deemed to have fulfilled its obligations unless the Client or potential Client notifies Trive SA of such changes.
- 5.4. In situations where Trive SA/ Trive MU determines, based on the information received from the Client or potential Client, that the product or Service is unsuitable for the Client or potential Client, Trive SA/ Trive MU is obligated to caution the Client or potential Client. This cautionary advice may be conveyed in a standardized format.

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## 6. Order Execution

### 6.1. Execution of Orders:

The Client is informed that all Orders placed by the Client are and transmitted for execution directly to the Trive MU (called straight through processing). Trive SA does not act as a counterparty of the Client in any given Transaction but as an intermediary or agent of the Client. The sole execution venue for the execution of the Client's Orders is Trive MU.

### 6.2. Execution Venues:

- a) Execution Venues are the entities with which the Orders are placed or to which Trive SA transmits Orders for execution based on Client's Orders. For the purposes of Orders for the Financial Instruments provided by Trive SA/ Trive MU, Trive SA acts as an agent on the Client's behalf. Trive MU is the sole Execution Venue for the execution of Client Orders.
- b) The terms and conditions and trading rules are established solely by the counterparty, Trive MU. The Client shall close an Open Position of any given Financial Instrument during the opening hours of the Trive MU's Platform and shall close any position with the same counterparty with whom it was originally entered into, thus Trive MU.
- c) Refer to Order Execution Policy in the Terms of Business.

### 6.3. Settlements of Transactions and Reporting:

- a) Trive SA and/or Trive MU shall proceed to a settlement of all transactions upon execution of such transactions.

Pursuant to Applicable Regulations, Trive SA/ Trive MU shall give the Client continuous online access to the Client's Trading Account via the Platform(s) utilized by the Client. Through the Client's Trading Account, the Client will have visibility into the status of their Order, prompt confirmation of Order execution (including trading date, time, Order type, venue identification, instrument identification, buy/sell indicator, Order nature, unit quantity, total consideration, total sum of commissions and expenses), trading history, Balance, and other pertinent information.

## 7. Client Requests and Instructions

- 7.1. Trive SA, in its capacity as agent, processes and executes Client Requests and Instructions in accordance with the Agreement.
- 7.2. Trive SA and/or Trive MU is entitled to decline a Client's Request or Instruction, if any of the conditions set out in the Agreement have not been satisfied before the Request or Instruction is processed by Trive SA and/or Trive MU. However, the Trive SA and/or Trive MU may, at its sole discretion and within the confines of applicable law, accept and execute the Client Request or Instruction, even if conditions are not fully in compliance with the Agreement subject to any such non-compliance being remedied promptly.
- 7.3. If Trive SA and/or Trive MU executes any Client Request or Instruction and subsequently becomes aware of a breach of the conditions of the Agreement, Trive SA and/or Trive MU may act in accordance with the Agreement.
- 7.4. For detailed information about the Client orders, please refer to article 18 (Orders) and article 24 (Order Execution Policy) of the Terms of Business providing detailed explanations on orders.

## 8. Trades

- 8.1. Trive SA will act as Agent, and Trive MU will act as the Principal counterparty on all trades or orders undertaken between the Client and Trive MU.
- 8.2. All Spot or rolling Currency Pairs trades 'roll' every day to the next Business Day if the Client is holding a position at 5pm Mauritius time and are subject to financing. This can change due to public holidays or other events, and Trive SA and/or Trive MU will endeavor to notify the Client of any changes. Foreign Exchange futures trades are not subject to financing.



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- 8.3. All trades or orders are carried out by Trive MU and are done on an execution only basis unless a prior agreement has been reached and agreed to in writing.
- 8.4. All trades and orders initiated by the Client will be treated as an offer by the Client to deal on Trive MU's quote which Trive MU can at its discretion accept or decline. Trive MU's displayed quote should be considered as an invitation to treat and not an offer.
- 8.5. Trive MU is under no obligation to suggest ways for the Client to reduce any risk exposure that the Client may have.
- 8.6. Any information given to the Client by Trive SA and Trive MU in good faith and acted upon or not by the Client, in the absence of fraud or negligence, will not lead to Trive SA and/or Trive MU being held accountable for any losses, or profits, made by the Client.
- 8.7. All trades carried out by the Client are done so entirely on the Client's own judgement, whether or not the Client acted on or relied upon any information given by Trive SA and/or Trive MU on the market concerned whether it is related to the price, or positions held. Any trades carried out by the Client in such a circumstance will be held binding and deemed valid.
- 8.8. The Client should fully understand and make him/herself aware of all financial considerations required by the Client before the Client places a trade. This includes the notional trading requirement (NTR) where appropriate, and the consequences of a trade moving against the Client.
- 8.9. It is the Client's responsibility to make sure he/she fully understands all aspects of any trade placed by the Client and the laws and regulations governing it. If the Client is in any doubt as to any area of a trade, then the Client should seek clarification with Trive MU before the trade is carried out.
- 8.10. Trive MU are under no obligation to accept any trade from the Client, whether it is to open or close a position if Trive MU believes that by doing so would be illegal. In the event that a trade had been opened then Trive MU reserves the right to void the original trade.
- 8.11. Trive MU reserves the right to void or amend any trade that may have arisen from the price being wrong due to a 'manifest error' or a 'force majeure' (see later sections).
- 8.12. Trive MU is an internet-based trading company and as such the Client accepts that there are risks with the Client's internet connection to our website failing and that our Internet Trading Platform (ITP) could fail. In such circumstances the Client accepts all liabilities for any trading losses that may occur as a result of this, and the Client must contact Trive SA and/or Trive MU immediately for Trive SA and/or Trive MU to try and help. If the Client does experience problems, then it is imperative that the Client contacts SA and/or Trive MU immediately.
- 8.13. When the Client places a trade, the Client deals on Trive MU's price. Trive MU is the Client's counterparty and principal to the trade. The Client sells at Trive MU's bid price and buys at Trive MU's offer price. All orders are treated in the same way and will be triggered on Trive MU's bid or offer.
- 8.14. The Client may hold opposing positions with Trive MU. This means that the Client can be long and short the same product. The Client should be careful when the Client wants to close a position that the Client does close a specific position rather than create a position the opposite way around. While this would mitigate the Client's exposure, the Client would then have more positions open.
- 8.15. If the Client's trade does not automatically roll because it has an expiry date, as in a futures market, then this will automatically close on the Client's account at the prevailing closing rate. This rate may not always be determined as per the MIS, and in extreme circumstances, Trive MU reserves the right to add a closing spread to this price to fairly represent where Trive MU un-hedged the position. This may typically occur in times of extreme volatility or illiquidity.
- 8.16. In very rare circumstances, Trive MU reserves the right to extend the expiry date of a product if the market liquidity is such that it is impossible for Trive MU to close its hedge in the market. This might be because of a market being 'limit down' for example which may have a similar effect to the market being closed.
- 8.17. If Trive MU does reject a trade, for whatever reason, it is the Client's sole responsibility to make sure that the Client is aware of what positions the Client has or does not have open as a consequence of this, and if necessary, attempt to trade again to achieve the Client's desired result.

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- 8.18. Trades in Currency pairs or CFDs are always done in the Notional Amount or via 'Lots' which are shown in the Market Information Sheets (MIS).
- 8.19. Confirmation of the executed trades are available via the Client's online account within 24 hours from the time of execution. A quarterly statement of account showing all transactions executed can be downloaded via the Client's online account at any point in time. The Client hereby acknowledges and accepts that Trive MU will not send any confirmation or statement of account for executed transactions by email or by any other means, as these are available via the Client's online account at any time.

### 9. Rolling Trades

- 9.1. Rolling trades have no theoretical expiry date. They are automatically rolled by Trive MU at the close of business every day and may be subject to a financing charge (or credit) depending on what market it is. If there are insufficient funds in the Client's account at the time the trade is rolled then Trive MU reserves the right not to roll the position, and it will be left to expire at the market price.
- 9.2. All rolling trades, whether in Currency pairs or CFDs, are subject to financing. These are calculated in different ways. For Currency pairs, this is calculated using the 'market rate' known as 'tom next'.
- 9.3. For all other rolling trades, the financing is calculated using the prevailing interest rate of the product concerned with up to a charge which will be solely determined by Trive MU in line with the underlying market conditions. Thus, if the Client is long a market (buying) then the Client is charged up to Trive MU determined amount on top of the overnight funding rate for the currency of that market, or if the Client is short a market, then the Client is credited up to Trive MU determined amount under the overnight funding rate for the currency of that market based on the equivalent market value of the trade. Depending on rates at the time this can lead to the Client being charged whether the Client is long or short. Trive MU reserves the right to change the way in which it calculates this financing at any time and at its sole discretion.
- 9.4. Apart from Currency pairs, Trive MU's rolling trades are usually based on the underlying market. However, occasionally these prices can look significantly different from where the underlying market appears to be trading at that time because Trive MU bases its prices for some of these markets on where the futures price is, adjusted by a 'fair value'. This is quite normal market practice and enables Trive MU to quote some markets out of hours and also after major news events when the normal underlying market price may be stagnant or very wide. This is calculated by taking the Futures Price and taking away the estimated dividend or index points and adding the cost of carry based on the interest rate. In certain instances, Trive MU may quote a 'custom' or 'unique' market where there is no underlying market. In such cases Trive MU will price this Derived Market as fairly and transparently as possible.
- 9.5. Trive MU may at its sole discretion crystallise the profits or losses of any Clients rolling trades if those positions have been open for more than three months. This crystallisation, known as a 'bed and breakfast', will be done at the current mid-price at that time and will not incur any penalty charge or spread being applied. A Client may, at any time, request that a 'bed and breakfast' is carried out on a rolling position to crystallise a profit or loss. There will be a nominal charge for this service.

### 10. Futures Trades

All non-rolling trades will be treated as a 'future'. That means unless it is a 'rolling future' it will expire on a specific date and time. These details can be found in Trive MU's Market Information Sheets.

### 11. Margin

- 11.1. When the Client places orders to enter into trades, an initial margin requirement must be met. This is a minimum deposit that must be made to fund that position. This is also known as the Notional Trading Requirement (NTR) and is required as a form of security in case the trade starts to lose money.
- 11.2. These funds must be cleared funds, paid to Trive SA or Trive MU via a debit/credit card or SWIFT. Trive SA and Trive MU do not accept cheques.

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- 11.3. Depending on the account type, these NTRs will either vary from product to product, or may be fixed and the Clients account balance given a leverage, or multiple, in which they can trade off.
- 11.4. The NTRs for all markets where the accounts are not individually leveraged are published in Trive MU's Market Information Sheets (MIS) on the Website.
- 11.5. For individual NTRs, these can change according to how volatile the market conditions are at the time. If Trive MU does change an NTR and the Client has an open trade at the time, then Trive MU will endeavour to give the Client one week notice of this change. However, in exceptional circumstances Trive MU reserves the right to implement this change immediately, which may mean the Client is instantly put on a margin call or are over the Client's account size. Trive MU will endeavour, if this situation arises, to be sympathetic with any problems that may occur.
- 11.6. Although margin requirements are automated in Trive MU's system, it is the Client's responsibility at all times to know the Client's positions and to monitor the state of the Client's account, placing more funds into the Client's account as and when is necessary. Any losses or additional losses that arise from the failure to close these positions will solely be the Client's responsibility. The Client agrees and acknowledges that Trive SA and Trive MU do not accept any liability if the Client is not placed on a margin call.
- 11.7. Trive MU's system will liquidate the Client's positions when the Client's equity, which is the Client's cash plus the Client's open profit/loss, falls below a certain predefined threshold on the trading platform, of the total margin required of all the Client's positions.
- 11.8. The Client will go onto margin call when the Client's available funds fall below zero. This is when the Client's cash balance plus the Client's margin requirement plus the Client's P+L is less than zero. It is the Client's responsibility to monitor this, and the Client can help to manage this level with the use of stop loss orders (please see article 18 (Orders) and article 24 (Order Execution Policy) of the Terms of Business providing detailed explanations). Trive SA and Trive MU are not responsible for alerting the Client to the fact that the Client is on margin.
- 11.9. Trive MU may issue the Client with a margin call. This will require the Client depositing cleared funds with Trive SA and/or Trive MU to immediately in order to keep the Client's positions open. Trive SA and Trive MU do not accept any liability if the Client is or is not placed on Margin Call. The responsibility lies with the Client at all times to maintain sufficient funds in his/her account.
- 11.10. Trive MU may at its discretion close the Client's position(s) partly or in full if the Client's tradable funds are below zero.
- 11.11. Margin calls can be made via telephone, voicemail, email, fax, letter, graphical user interface, Internet Trading Platform or any other method deemed appropriate by Trive MU. It is the Client's responsibility to ensure that Trive SA and Trive MU always has the correct and up to date information on file so that the Client may be contacted. If Trive SA and/or Trive MU are unable to reach the Client but have left a message notifying the Client of the margin call or were unable to contact the Client in any capacity through no fault of Trive SA and/or Trive MU, then the Client will be deemed to have been notified.
- 11.12. Even in the event a margin call has been made and the Client is arranging payment, Trive MU may still close the Client's position or part of it if the position moves further against the Client. Funds must have cleared in the account Trive SA or Trive MU have directed to be valid. Trive SA and Trive MU will not be liable for any losses incurred by the Client arising from the Client's positions being closed due to a margin payment not being made in the required time or manner.

## 12. Netting

- 12.1. When Transactions between the Client and Trive SA and/or Trive MU are being processed, currency conversions will take place using the current exchange rates in accordance with the Agreement.
- 12.2. If the amount owed to Trive SA and/or Trive MU by the Client under the Agreement is equal to the amount owed to the Client by Trive SA and/or Trive MU, the obligations of both sides will be settled and cancelled out.
- 12.3. If the amount owed by one party under the Agreement exceeds the amount owed by the other party, then the party with the larger amount shall pay the excess to the other party, at which time, all obligations will be automatically satisfied and discharged.

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- 12.4. The Client is obligated to pay all amounts due, including all commissions, charges and other costs determined by Trive SA and/or Trive MU in accordance with article 10 (Commission / Charges / Tax) of the Terms of Business. Any prices or quotes that Trive SA and/or Trive MU may show in advertisements, promotions, on television or on the Website are purely for indication only. Only prices on Trive MU's Internet Trading Platform are available to trade on, subject to the other terms of Agreement.
- 12.5. The Client shall not transfer rights to third parties, vest any responsibilities, or otherwise transfer or purport to assign rights or obligations under the Agreement, without Trive SA and/or Trive MU's prior written consent. Any purported assignment or transfer in violation of this condition shall be considered void.

### 13. Deposits, Withdrawals and Balances

- 13.1. The Client can fund their Trive SA and/or Trive MU account at any time online via the Website. The Client can use a vast array of methods, which are constantly expanding, details of which can be found online. In addition to this, the Client can make a bank transfer directly from their bank to Trive SA and/or Trive MU, details of which can be found on the Website. Unless Trive SA and/or Trive MU agrees otherwise, payments can only be made from the Client's own approved personal bank account.
- 13.2. The Client can request a payment from the Client's account at any time. These requests are processed daily by Trive SA and/or Trive MU. All monies returned will be paid back to the source from where they originated. In the event that Trive SA and/or Trive MU are unable to do this because this would breach deposit limits applied by that particular financial institution, then Trive SA and/or Trive MU will have to return the funds directly to the Client's bank account. This will be done in line with Trive SA and Trive MU's strict anti-money laundering procedures and may include the client having to provide additional identification and proof of the bank account belonging to them.
- 13.3. Trive SA and/or Trive MU may decide, at Trive SA and/or Trive MU's sole discretion, to pay the client interest on unutilised funds held in their account, and Trive SA and/or Trive MU will inform the Client if we intend to do this. Trive SA and/or Trive MU may, again at their sole discretion, impose a minimum unutilised account balance that this will be applicable to.
- 13.4. Once funds have been deposited into the Client's account and the margin requirements set forth hereunder are met, the Client can place orders in accordance with Trive SA and Trive MU's Order Execution Policy and enter into trades by utilizing these funds. If the Client wants to place an additional order but has insufficient funds to do this, they must deposit more funds into their account first.
- 13.5. Trive SA and/or Trive MU will pass on any costs associated with taking deposits, to the Client. These may be in the form of a percentage commission charged by the debit/credit card company.
- 13.6. Trive SA and/or Trive MU will pass on any costs that may be associated with transferring money back to the Client's bank, credit, or debit card from Trive SA and/or Trive MU's account when withdrawing money.
- 13.7. At any time, the Client may request all unutilized funds on their account to be repaid to them. If from the time of the Client's request to the time that Trive SA and/or Trive MU process the request the value of any open positions has moved such that they no longer have the amount requested available, then Trive SA and/or Trive MU will notify the Client. Trive SA and/or Trive MU also reserve the right to withhold any payment if it may be required to meet future short-term payments.
- 13.8. In the event that the Client has a negative balance on their account, which may have arisen from market gapping (see section on gapping), the Client is required to make a deposit immediately. This can be done via debit/credit card or any other equally instant method of payment.
- 13.9. If a negative balance remains unpaid, then after a period of 7 (seven) days, Trive SA and/or Trive MU reserve the right to take any action necessary to recover the debt and charge interest. In order to obtain further information, please refer to article 14.2 under the "Payments" section of the Client Agreement.
- 13.10. In the event of an account being left dormant or unutilized for a period of 1 (one) year, Trive SA and/or Trive MU shall have the right to completely deactivate the Dormant Account. In such a case, Trive SA and/or Trive MU may start proceedings to attempt to contact the registered owner of the account. In the event of the account holder's

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death, then an attempt will be made to contact their estate or heirs. All reasonable steps will be taken, where possible, to locate the legal title holder of the account, but if after a further period of 12 (twelve) months and unsuccessful attempts to contact, Trive SA and/or Trive MU may close the account and will no longer consider the funds held on that account as client funds.

### 14. Payments

- 14.1. The Client may deposit funds to the Client's Trading Account/s at any time.
- 14.2. If the Client is under obligation to pay any amount to Trive SA or Trive MU, which exceeds the Equity of the Trading Account, the Client shall pay the excess within 7 days as of the obligation arises. In any case, Trive SA and/or Trive MU reserves the right to take any action necessary to recover the debt and charge interest during this waiting period of 7 days.
- 14.3. The Client hereby acknowledges and accepts that (without prejudice to any of Trive MU's other rights to close out the Client's Open Positions and exercise other default remedies against the Client) where a sum is due and payable to Trive SA or Trive MU in accordance with the Agreement and sufficient cleared funds have not yet been credited to the Client's Trading Account, Trive SA or Trive MU shall be entitled to treat the Client as having failed to make a payment to Trive SA or Trive MU and to exercise its rights under the Agreement.
- 14.4. The Client shall be completely responsible for the accuracy of payments executed. If Trive SA and/or Trive MU's bank details change, the Client shall be completely responsible for any payments carried out in accordance with any obsolete details from the moment the new details are published on the Website or communicated to the Client by other means of communication.
- 14.5. If a Client has deposited funds using an unverified card or a third-party card, Trive SA or Trive MU has the right to freeze the money in the Client's Trading Account until the card has been fully verified or the situation has been cleared up to Trive SA or Trive MU's full satisfaction. Trive SA or Trive MU shall at any time have the right to request the Client to confirm the source of funds deposited into Client's Trading Account through documentation. Trive SA or Trive MU shall have the right to reject a deposit from the Client if Trive SA or Trive MU is not duly satisfied as to the legality of the source of funds and resend the deposit back to the sender.
- 14.6. In order to obtain further details on the Client's rights and liabilities on commission, charges or tax please refer to article 10 (Commission / Charges / Tax) of the Terms of Business, which is also available on the Website.
- 14.7. In order to obtain further details on the Client's rights and liabilities on deposits, withdrawals and balances, refer to article 11 (Deposits/Withdrawals/Balances) of the Terms of Business, which is also available on the Website.

### 15. Client Funds and Interest

- 15.1. Client funds are held in one or more segregated accounts with reliable financial institutions such as banks. Trive SA and Trive MU will exercise due skill, care and diligence in the selection of the financial institution. However, it is understood that there are circumstances beyond the control of Trive SA and/or Trive MU and hence Trive SA and/or Trive MU does not accept any liability or responsibility for any losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where the Client money will be held. The financial institution where the Client money is held may have a security interest, lien or right of set-off in relation to that money and also the financial institution to which Trive SA and/or Trive MU will pass the Client money may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, Trive SA and/or Trive MU may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by Trive SA and/or Trive MU from the financial institution is insufficient to satisfy the claims of the Client. It is understood that Trive SA and/or Trive MU may keep merchant accounts in its name with payment services providers used to settle payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.
- 15.2. Trive SA and Trive MU have the required Professional Indemnity insurance in place as required by applicable regulations, sufficiency of the insurance shall be assessed by Trive SA and/or Trive MU based on Trive SA and/ or

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Trive MU's own discretion.

- 15.3. The Client funds will at all times be segregated from Trive SA and/or Trive MU's own money and cannot be used in the course of its own business. It is understood that Trive SA and Trive MU may hold Client money and the money of other clients in the same account (omnibus account) within institutions mentioned in clause 15.1 above.
- 15.4. The Client authorizes Trive SA and/or Trive MU to credit or debit the Client's Trading Account with profits or losses from trading and other relevant Trive SA and/or Trive MU charges under the Agreement and make the relevant reconciliations, deposits and withdrawals from the omnibus account on the Client's behalf.
- 15.5. Trive SA and/or Trive MU 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.
- 15.6. Client's money may be held on the Client's behalf with counterparty within or outside the Republic of South Africa. The legal and regulatory regime applying to any such counterparty outside the Republic of South Africa will be different from that of the Republic 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 the Republic of South Africa.
- 15.7. In the event of the insolvency or any other analogous proceedings in relation to that third party, Trive SA and/or Trive MU 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 Trive SA and/or Trive MU from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Client acknowledges that, his/ her money will be held with a counterparty outside of the Republic of South Africa by agreeing to the terms of the Agreement.
- 15.8. Trive SA and/or Trive MU shall not pay to the Client any interest earned on the Client's money (other than profit gained through trading Transactions from the Client's Trading Account(s) under this Agreement) and the Client waives all rights to interest and consents that Trive SA and/or Trive MU will benefit for such an interest earned or to cover registration /general expenses/charges/fees and interest related to the administration and maintenance of the bank accounts. Such expenses will not be passed over to the Client in any case.
- 15.9. Trive SA and/or Trive MU may deposit Client's money in overnight deposits and will be allowed to keep any interest generated in relation thereto.

## 16. Company Fees, Taxes and Inducements

- 16.1. The rendering of the Services by Trive SA and/or Trive MU is contingent upon the payment of fees, including but not limited to brokerage fees/commissions, Swaps/Rollover, and other fees.
- 16.2. It is emphasized that brokerage fees/commissions are integrated into the Market Information Sheets (MIS).
- 16.3. Should the Client choose to maintain a position overnight in certain types of CFDs, they may incur financing fees, referred to as "Swap/Rollover".
- 16.4. The Trading Conditions on the Website and/or Platform outline the Spreads and Swap rates.
- 16.5. Any additional fees imposed by Trive SA and/or Trive MU, such as account maintenance fees or inactivity fees, are disclosed on the Website and/or Platform.
- 16.6. Trive MU reserves the right, as stipulated under paragraph 16.2, to periodically adjust the size, amounts, and percentage rates of its fees. Such modifications will be published on the Website and/or Platform, and be made accessible and publicly available to all Clients.

## 17. Complaints and Disputes

- 17.1. Trive SA and Trive MU aim to provide their customers with the highest standard of service. Trive SA and Trive MU strive to create the best conditions for trading, so that all procedures are transparent, and the resolution of all

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disputable issues are carried out in the shortest possible time, taking into account the interests of all parties, however, there may be elements of Trive SA and/or Trive MU's service that do not meet the Client's satisfaction.

- 17.2. The Client should raise any query as soon as possible; however, in any case within 3 days of its discovery. Trive SA and Trive MU reserve the right not to entertain any queries brought to their attention after this time period.
- 17.3. Complaints and disputes will be handled in accordance with the Agreement, and in terms of the applicable Complaints Resolution Procedure, which can be found on the Website.
- 17.4. In the first instance, the Client should try to resolve any dissatisfaction or grievance with the Client's normal Trive SA contact person or through email support@trive\_afr.com. If the contact person is unable to resolve the Client's dispute to the Client's satisfaction, the Client should direct the Client's complaint or grievance either verbally or in writing to the Trive SA's Customer Services.
- 17.5. To lodge a complaint, regardless of its type and validity, the reasons of the complaint must be reasonably indicated and the following information should be clearly provided:
  - Name and surname
  - Account number
  - Number of the trade for which the claim is made (if applicable)
  - Date and time of a disputable situation
  - Detailed description of the issue encountered
- 17.6. The Client shall afford Trive SA and/or Trive MU an opportunity to address and resolve the complaint and the parties will try to resolve the matter based on good faith and fairness and by taking such action as is consistent with market practices.
- 17.7. Trive SA and/or Trive MU will always try and deal with the Client's complaint as quickly as possible. An initial response will be sent to the Client within 5 (five) Business Days as of receiving the complaint. Within this email response, Trive SA and/or Trive MU will provide the Client with further details on the investigation process of the Client's complaint.
- 17.8. Trive SA and/or Trive MU endeavours to resolve all complaints within a 3 week period as of the receipt of the complaint. If for any reason this is not possible, Trive SA and/or Trive MU will notify the Client of this inability or the insufficiency of this time-period. If Trive SA is still unable to resolve the complaint within a further 3-week period (6 weeks in total), and the Client is not of the view that the Client's complaint has been resolved satisfactorily, they may then refer the Client's complaint to the Ombudsperson for Financial Services under the Mauritius Ombudsperson for Financial Services Act 2018(hereinafter referred to as the "Ombud"). Any referral to the Ombud must take place as soon as possible after the final response or summary resolution, but no later than 6 (six) months after having received such response or summary resolution.
- 17.9. For more information, please refer to Trive SA and/ or Trive MU's "Complaints Procedure and Resolution Policy", which are available upon request and can be found on the Website.

## 18. Communications and Verification

- 18.1. The Client accepts that wherever possible Trive SA and Trive MU will communicate with Client via electronic means such as email. Notwithstanding the foregoing, the Trive SA and Trive MU may, at its sole discretion, use any of the following methods to communicate with the Client:
  - a) Internet Trading Platform internal mail;
  - b) email;
  - c) facsimile transmission;
  - d) telephone;
  - e) post;

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- f) news in the “Company News” section on the Website;
- g) notifications in the Client’s Profile.
- 18.2. Trive SA and Trive MU will use the Client's contact details, specified when registering or which has been updated in accordance with article 18.4 hereof. The Client hereby agrees to accept any notifications from Trive SA and/or Trive MU at any time and further agrees that the adverse results and effects of the Client’s failure to do so will be solely upon the Client.
- 18.3. Any communications sent to the Client (documents, notifications, confirmations, news, statements, etc.) are deemed to be received:
- a) if sent by e-mail, within 1 (one) hour as of the transmission of e-mail;
- b) if sent by Internet Trading Platform internal mail, immediately after the transmission of Internet Trading Platform internal mail;
- c) if sent by fax, at the completion of transmission;
- d) if by telephone, once the telephone conversation has been finished;
- e) if sent by post, 7 (seven) calendar days as of the day it is posted;
- f) if posted on the “Company News” section on the Website, immediately after the news is published on the Website;
- g) if published in the Client’s Profile, immediately after the notification is published.
- 18.4. The Client shall notify Trive SA and/or Trive MU immediately of any change in the Client's contact details either by updating the information in the Client’s Profile or through other methods offered by Trive SA and/or Trive MU as listed under article 18.1 hereof. The Client also undertakes to notify Trive SA and/or Trive MU of any temporary change in these details (for example, if Client goes away on holiday, the Client should notify Trive SA and/or Trive MU of the temporary change in its contact details. If the Client fails to do so and if Trive SA and/or Trive MU are unable to reach the Client but have left a message notifying the Client, for instance, of a margin call, then the Client will be deemed to have been notified (Please see article 13 (Margin) of the Terms of Business).
- 18.5. If for any reason the Client is not going to be contactable then it is the Client’s sole responsibility to make sure of having excess funds in the account and having put in place procedures that will enable the account to remain in good order. If the Client is in any doubt about the Client’s ability to achieve this, then the Client should close all Open Positions or orders.
- 18.6. The Client understands and accepts that Trive SA and Trive MU reserve the right to unilaterally terminate the business relationship with the Client and terminate the Agreement subject to article 29.5 if the Client acts abusively or behaves inappropriately towards any Trive SA and/or Trive MU employee, during any and all forms of communications.
- 18.7. Every non-trading operation of a Client shall be confirmed by logging the operation in the “Payment History” of the Client’s Profile.
- 18.8. If the Client believes that the log is inconsistent, the Client shall have the right to lodge a complaint.
- 18.9. If the Client has reason to believe that there has been a mistake in Client’s own favor in the log, the Client is obligated to inform the Trive SA and Trive MU Payments Department (hereinafter referred to as the “Payments Department”) about the mistake as soon as possible, however within 3 days of its discovery in any case, via email address [payments@trive\\_afr.com](mailto:payments@trive_afr.com).
- 18.10. The Client verification process is as follows:
- The Client must upload all documents required for standard verification, namely:
- To confirm the identity, Client needs to provide a copy of passport or national ID or driver's licence issued by government agencies. The document must indicate full name and date of birth, photo, date of issue and/ or expiry date. The document must have a unique identification number, color photograph and be valid for 6 months from the date of application for verification.



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- To confirm the address of residence, Client can provide a receipt for utilities payment not older than three months from the date of sending documents for verification, which indicates Client's address and full name. Copies of a passport page with a residence permit, credit statements or bank statements with full name and address of residence are also accepted. Invoices for payment of mobile communication are not accepted as documents confirming the address of residence.
- 18.11. Copies of documents specified under article 18.10 must be full-size, high-quality, in .jpg or .pdf format and not larger than 5 Mb.
- 18.12. By registering as a Client of Trive SA and/or Trive MU, the Client agrees to receive information newsletters to the email address provided during registration. If the user wants to unsubscribe from the Trive SA and/or Trive MU newsletters, they need to independently follow "Unsubscribe" link, provided in the messages on behalf of Trive SA and/or Trive MU from email address support@trive\_afr.com.
- 18.13. All trades and orders of any description must be placed via the ITP or, in extreme circumstances, telephonically and/or via email.
- 18.14. We will use the Client's name and account number to identify the Client when the Client trades or leaves an order via the ITP or telephone. If the Client suspects that the security of the Client's account number and or password has been breached, then it is the Client's responsibility to notify Trive SA and/or Trive MU immediately. The Client will be solely liable for such unauthorized activity and the Client agrees and acknowledges that Trive SA and Trive MU accept no liability for any unauthorized use of the Client's account.
- 18.15. If Trive SA and/or Trive MU agree, in an extreme circumstance, to accept a trade or order in a different way to those expressed above then Trive SA and/or Trive MU will not be held liable for any losses incurred as a result of an error, delay or omission.
- 18.16. The Client agrees that Trive SA and Trive MU will record all telephone dealings between the Client and Trive SA and/or Trive MU and these will remain the sole property of Trive SA and Trive MU and be used as evidence in any disputes.
- 18.17. Trive SA and/or Trive MU will not send the Client an electronic statement via email on a regular basis as the Client will have continuous access to their account on the ITP and Secure Client Area. The Client may however request an additional statement from Trive SA and/or Trive MU at any point in time, at which point Trive SA and/or Trive MU shall provide the Client with such statement.
- 18.18. Trive SA and Trive MU have the right to communicate with the Client via telephone, email or in writing at any time to discuss or communicate any aspect of the Client's account or Trive SA and/or Trive MU's business whether relevant to the Client directly or not at that time.

### 19. Time of Essence

- 19.1. Time shall be of the essence in the fulfillment of the Client's obligations under the Agreement.

### 20. Failure to Fulfill Obligations

- 20.1. Each of the following constitutes an instance of 'failure to fulfill obligations':
- a) the Client's failure to provide any amount due under the Agreement;
  - b) the Client's failure to fulfill any obligation due to the Trive SA and/or Trive MU;
  - c) the initiation of proceedings by a third party for the Client's bankruptcy, on the Client's signing of a contract or an arrangement with Client's creditors concerning the settlement of Client's debt, or the initiation of any other analogous procedure regarding the Client;
  - d) any representation or warranty made by the Client as described in article 21 (Representations and Warranties) is false, becomes false, or breached by the Client;
  - e) the Client's inability to pay Client's debts when they fall due;

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- f) if the Client dies or becomes legally incompetent;
  - g) Trive SA and/or Trive MU reasonably considers that the Client involves Trive SA and/or Trive MU in any type of fraud or illegality or breach of applicable laws or that Trive SA and/or Trive MU are or will be placed at risk of being involved in any type of fraud or illegality or breach of applicable laws if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing, fraud or breach;
  - h) Trive SA and/or Trive MU reasonably considers that there is a material violation by the Client of the requirements established by the laws of South Africa, Mauritius or other countries having jurisdiction over the Client or Client's trading activities, such materiality being determined in good faith by the Trive SA and/or Trive MU;
  - i) if Trive SA and/or Trive MU suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities;
  - j) if Trive SA and/or Trive MU reasonably suspects that the Client opened any Trading Account fraudulently;
  - k) if Trive SA and/or Trive MU reasonably suspects that the Client performed forgery or used a stolen card to fund Client's Trading Account; and
- 20.2. If any instance of 'failure to fulfill obligations' exists or occurs in relation to the Client, or if Trive SA and/or Trive MU reasonably believes that it is necessary or desirable, Trive SA and/or Trive MU may at their sole discretion, at any time and without any prior written notice, take any of the following steps:
- a) void any position or close out all or any of the Client's Open Positions at the current Quote;
  - b) debit the Client's Trading Account for amounts owed to Trive SA and/or Trive MU;
  - c) close any or all of the Client's Trading Accounts held within Trive MU;
  - d) refuse to open new Trading Accounts under the Client's name;
  - e) terminate this Agreement subject to article 29.5;
  - f) take any legal action as it may be advised.

## 21. Representations and Warranties

- 21.1. By agreeing to be bound by the Agreement, and again on each occasion that the Client trades, the Client represents and warrants that:
- a) all information presented under and according to the Agreement, and the application documents is true, complete and accurate in all material respects;
  - b) the Client is duly authorized to enter into this Agreement, to issue Requests and Instructions, and to fulfill his/her obligations in accordance with the Agreement;
  - c) the Client shall not share and keep his/her passwords to the Internet Trading Platform secure and confidential at all times, acts as the principal and all actions related to the fulfillment of the Agreement and/or the usage of logins and passwords are considered executed by the Client unless there is a duly authorized person hereunder;
  - d) the Client is the individual who is the subject of the submitted application documents;
  - e) the Client's funds are not in any direct or indirect way the proceeds of, or used or intended to be used for, any illegal activity;
  - f) all actions performed under the Agreement will not cause violation of any law, ordinance or rule applicable to the Client, or within the jurisdiction in which the Client is a citizen of or resident, or any agreement by which the Client is bound or in relation to any of the Client's assets; and
  - g) The Client takes reasonable measures to ensure that Client pass no computer viruses or such like onto our system network.

### 22. Governing Law and Jurisdiction

- 22.1. This Agreement and all trades or orders of any type carried out with Trive MU and are governed by, and shall be conducted in accordance with, the laws of Mauritius.
- 22.2. If a dispute or controversy arises out of or in connection with this Agreement, the parties shall try to amicably settle such dispute or controversy. If an amicable settlement cannot be reached, the courts of Mauritius shall have exclusive jurisdiction to hear and finally settle all such disputes and controversies. To this end, with respect to any proceedings, the Client irrevocably:
- agrees that the courts of Mauritius shall have exclusive jurisdiction to settle any proceedings,
  - submits to the jurisdiction of Mauritius courts,
  - waives any objection which the Client may have at any time to the commencement of any proceedings brought in any such court, and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.
- 22.3. The Client irrevocably waives to the fullest extent permitted by applicable law with respect to the Client and the Client's revenues and assets (regardless of Client's use or intended use) all immunity (on the grounds of sovereignty or other similar grounds) from (a) suit, (b) jurisdiction of any courts, (c) relief by way of injunction, order for specific performance or for recovery of property, (d) attachment of assets (whether before or after judgment) and (e) execution or enforcement of any judgment to which the Client or the Client's revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agrees to the extent permissible by applicable law and agrees not to claim any such immunity in any proceedings. The Client consents to satisfying all requirements and court orders in connection with such proceedings including, but not limited to, those regarding any of the Client's assets.
- 22.4. The maximum amount of liability that Trive SA/ Trive MU shall be held liable for in respect for any financial loss suffered by the Client will be equivalent to the initial margin requirement for that trade.

### 23. Conflicts of Interest Management Policy

- 23.1. Trive SA/ Trive MU has established a formal internal Conflicts of Interest Management Policy to ensure that the quality of our financial services is not in any way compromised by any actual or potential conflicts of interest situations that may arise from time to time in the normal course of carrying out our business.
- 23.2. Conflicts of interest can be described as circumstances in which Trive SA/ Trive MU's employees/ directors/ officers, has an actual or potential interest that may, in rendering a financial service to a client:
- Influence the objective performance of his/her obligations to that Client; or
  - Prevent Trive SA/ Trive MU from rendering an unbiased and fair financial service to that Client, or from acting in the best interests of that Client, including, but not limited to: a financial interest; an ownership interest; or any other relationship with a third party.
- 23.3. A copy of this Policy is available upon request and can be found on the Website.

### 24. Applicable anti money laundering legislation

- 24.1. The legislation in South Africa and Mauritius provides for the establishment of an anti-money laundering regulatory body and as such introduces mechanisms aimed at preventing money laundering and the combatting of terrorist and proliferation financing.
- 24.2. As a financial institution, Trive SA/ Trive MU complies with and adheres to all applicable requirements;
- Adequately identifying all Clients;
  - Adequately verifying all information gathered in the Client identification process mentioned above; and

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- c) keeping adequate records of all Client information and documentation for the required periods of time.
- 24.3. In order to give effect to the requirements set out in applicable anti-money laundering legislation, the Client hereby undertakes to:
- a) Provide all necessary information and documentation, immediately upon request to Trive SA and/or Trive MU.
  - b) Provide any additional required documentation immediately upon request to Trive SA and/or Trive MU in the event that the Client elects to open a new account with Trive SA and/or Trive MU, thereby entering into a new financial transaction.
- 24.4. An account shall only be opened in the Client's name once Trive SA and Trive MU have obtained sufficient information and documentation from the Client so as to meet the requirements of the applicable anti-money laundering legislation/regulations.

### 25. Protection of Personal Information

- 25.1. Trive SA and Trive MU are required to collect, use and process certain personal information of the Client in order to adequately give effect to this Agreement.
- 25.2. The Client hereby consents to the collection, use and processing of this personal information by Trive SA and/or Trive MU and any other third party as may be necessary to give effect to this Agreement.
- 25.3. Trive SA and Trive MU undertake to collect, use and process the Client's personal information in accordance with the principles set out in the relevant data protection laws as well as any other relevant legislation.
- 25.4. The Client is required to read the Consent to Process Personal Information form, which shall be deemed to form part of this Agreement.
- 25.5. A copy of the Protection of Personal Information/Privacy Policy is available upon request and can be found on the website.

### 26. Limitation of Liability

- 26.1. The Client will be liable for and fully indemnify Trive SA and Trive MU for all liabilities, costs, claims, demands, damages and expenses of any nature, which Trive SA and/or Trive MU suffers or incurs as a direct or indirect result of any failure by the Client to fulfill any of the obligations under the Agreement, breach of the Agreement by the Client or any negligence, fault or misconduct of the Client.
- 26.2. Trive SA and Trive MU (and all related parties) shall in no circumstances be liable to the Client for any damages, including without limitation to special, incidental, consequential direct or indirect losses, loss of profits, missed opportunities (due to subsequent market movement), costs, expenses or damages the Client may suffer in relation to the Agreement and the use of the Internet Trading Platform, unless otherwise agreed in the Agreement. However, nothing in the Agreement restricts, limits, or excludes our liability for any matter that cannot be restricted, limited or excluded under applicable law. Trive SA and Trive MU accept responsibility for loss arising out of our services under the Agreement that is due to gross negligence, willful default, or fraud.
- 26.3. The maximum amount of liability that Trive SA and/or Trive MU shall be held liable for in respect for any financial loss suffered by the Client will be equivalent to the initial margin requirement for that trade.
- 26.4. The Client shall comply with the terms of the Agreement and duly fulfill the obligations hereunder. The Client shall be solely and fully responsible and liable for all damages, losses, costs, and expenses arising out of or in connection with its failure to do so or its breach, and Trive SA and Trive MU shall not bear any responsibility, liability or be subject to any claims or demands.

### 27. Force Majeure

- 27.1. Except as expressly provided in this Agreement, Trive SA and Trive MU shall not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to:
- a) any act, event or occurrence (including any strike, riot or civil commotion, civil unrest, terrorism, war whether declared or not, act of God, accident, fire, flood, storm, cyclone, interruption of power supply or communication equipment or supplier failure, hardware or software failure, government decree/sanction, blockage, embargo, lockouts, pandemic) which, in Trive SA and/or Trive MU's reasonable opinion, prevents Trive SA and/or Trive MU from maintaining market stability in one or more of the instruments;
  - b) the suspension, liquidation or closure of any market or the absence of any event which Trive MU bases its quotes, the imposition of limits, special or unusual terms on trading applied to/on any such market or such similar events;
  - c) the lack of conformity of the terms and conditions of Trive MU and the terms and conditions of the counterparty, current market situation, possibilities of software or hardware of Trive MU or other situations which cannot be foreseen;
  - d) any event, act or circumstance not reasonably within Trive SA and/or Trive MU's control and the effect of that event, act or circumstance is such that Trive SA and/or Trive MU is not in a position to take any reasonable action to cure such default.
- 27.2. In the event of a Force Majeure Event, the Trive SA and/or Trive MU must notify the Client of the circumstances and of the events beyond their reasonable control. Trive SA and/or Trive MU will take reasonable steps to inform the Client.
- 27.3. If Trive SA and/or Trive MU determines in their reasonable opinion that a Force Majeure event exists (without infringing any other rights under the Agreement), Trive SA and/or Trive MU may at any time and without giving prior written notification take any or all of the following steps:
- a) increase margin requirements;
  - b) close out any or all Open Positions at prices Trive MU considers in good faith to be appropriate;
  - c) suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for Trive SA and/or Trive MU to comply with them;
  - d) take or omit to take all such actions Trive SA and/or Trive MU deems to be reasonably appropriate in the circumstances with regards to the position concerning Trive SA and/or Trive MU, the Client and other Clients.
- 27.4. In any case, Trive SA and Trive MU undertake to endeavor efforts to provide the Client with the best possible service and prices during the time that a Force Majeure is in effect.

### 28. Miscellaneous

- 28.1. Trive SA and Trive MU have the right to suspend the provision of Services to the Client at any time for justifiable reasons. Trive SA and Trive MU will endeavor to, however not obliged to provide prior notification to the Client. The Client acknowledges that in some circumstances, notification to the Client will not necessarily be possible.
- 28.2. Should an event or situation arise that is not defined in the Agreement, Trive SA and Trive MU will endeavor to resolve the matter on the basis of good faith and fairness, and if appropriate, by taking action consistent with market practice.
- 28.3. No single or partial exercise or failure or delay in exercising any right, power or privilege (under these terms or applicable law) by Trive SA and/or Trive MU shall constitute a waiver by Trive SA and/or Trive MU of, or so impair or preclude any exercise, or further exercise, of that or any other right, power or remedy arising under the Agreement,

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or applicable law.

- 28.4. Trive SA and/or Trive MU may in whole or in part release the Client from liability stemming from the Client's violation of the conditions of the Agreement whilst the Agreement is in force, or alternatively, may reach a compromise decision. In this case, all violations, regardless of when the violations were committed and in connection with which Trive SA and/or Trive MU may file a complaint with the Client, at any time, are taken into consideration. The above stated conditions do not prevent Trive SA and/or Trive MU from exercising their other rights in accordance with the Agreement.
- 28.5. The provision of rights and remedies due to Trive SA and/or Trive MU under the Agreement are cumulative and are not exclusive of any rights or remedies provided under the laws of Mauritius.
- 28.6. Trive SA and/or Trive MU may transfer their rights and obligations to a third party in whole or in part, provided that the assignee agrees to abide by the terms of the Agreement. Such assignment shall come into effect ten (10) Business Days following the day the Client is deemed to have received notice of the assignment in accordance with the Agreement.
- 28.7. If any term of the Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable or illegal for any reason, then such term shall be deemed to be excluded from the Agreement and the Agreement shall be interpreted and enforced as though the offending provision had never been included and the remainder of the Agreement shall continue to be valid and enforceable.
- 28.8. Trive MU reserves the right to charge an account maintenance fee in order to maintain a Dormant Account. If a Dormant Account has funds of less than USD 3- (or currency equivalent), Trive MU reserves the right to close and archive such Dormant Account, after notifying the Client accordingly without charging the relevant fee. In order to retrieve such Dormant Account from the archive, the Client should contact Trive SA and/or Trive MU in writing. If a Dormant Account is inactive for one (1) year or more, Trive MU shall have the right to completely deactivate the Dormant Account. In such case, Trive SA and/or Trive MU may start proceedings in attempt to contact the Client. In the event of the account holder's death then an attempt will be made to contact Client's estate or heirs. In order to obtain further details on the matter, please kindly refer to article 11. k ("Deposits/Withdrawals/Balances) of the Terms of Business.
- 28.9. Client will be classified as a "Retail Customer" unless Client has agreed with Trive SA and/or Trive MU in writing to the contrary.
- 28.10. In the event of the Client's death, and upon receipt of legitimate proof by the intestate successors of the Client, Trive MU will close all Client's open trades immediately, or as soon as practically possible. Client's estate will then be the beneficiary from any funds held or liable for any losses or sums owed.
- 28.11. If this Agreement is translated into any other language, then it is this original Client Agreement in English, which will prevail and will be deemed to be legally binding.

## 29. Amendment and Termination

- 29.1. The Client acknowledges that Trive SA and/or Trive MU may unilaterally change any terms of the Agreement or any part of it at any time without prior notification.
- 29.2. Subject to article 18 (Communications and Verification), Trive SA and/or Trive MU shall provide the Client within reasonable time frame of any major changes taking effect where possible.

This may be in writing, email, notification on the website or through any other means deemed appropriate by Trive SA and/or Trive MU. This may not include margin requirements or spreads which can change rapidly due to market developments. Also, certain markets may become suspended or we may cease trading some markets for which Trive SA and Trive MU will not be held accountable or liable. In the case of notification, the amendments shall enter into force on the date specified in the written notification and shall be applied to all Open Positions. Under abnormal market conditions, amendments may be introduced to the Agreement immediately without prior written notice. The Client shall be treated as accepting the change on that date unless, before then, the Client informs Trive SA and/or Trive MU 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

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offered until the termination.

- 29.3. The Client acknowledges that an amendment which is made to reflect a change of applicable law or at the request of a supervisory body may, if necessary, take effect immediately.
- 29.4. The Client may terminate this Agreement by giving Trive SA and/or Trive MU at least 5 Business Days' written notification.
- 29.5. Subject to its right to terminate this Agreement immediately pursuant to articles 18.6 and 20.2, Trive SA and/or Trive MU may terminate this Agreement in all other cases without any prior notice.
- 29.6. Termination of this Agreement will not affect any obligations incurred by either the Client or Trive SA and/or Trive MU regarding any outstanding Transaction or any legal rights or obligations which may already have arisen under the Agreement, and in particular, relating to any Open Positions and deposit/withdrawal operations made on the Client's Trading Account.
- 29.7. Upon termination of the Agreement, all amounts owed by the Client to Trive SA and/or Trive MU including but not limited to the following, must be settled immediately in accordance with article 10 (Commission / Charges / Tax) and article 11 (Deposits/Withdrawals/Balances) of the Terms of Business:
- a) all outstanding fees, charges and, commissions;
  - b) any expenses incurred by terminating this Agreement;
  - c) any losses and expenses sustained by Trive MU in closing out any Transactions or in connection with any other of Trive SA and/or Trive MU's obligations initiated or caused by the Client.

### 30. Terms and Interpretation (Definitions)

**"Base Currency"** shall mean the first currency in the Currency Pair, against which the Client buys or sells the Quote Currency.

**"Balance"** shall mean the total financial result of all completed Transactions and deposit/withdrawal operations on the Trading Account. Any details about balance is subject to Article 11 "Deposits/Withdrawals/Balances" of the Terms of Business along with this Agreement.

**"Bid"** shall mean the lower price in a quote that the Client may sell at.

**"Business Day"** shall mean any day, other than a Saturday, a Sunday or a public holiday on which banks are open for business in Mauritius.

**"Certain Price"** shall mean the price indicated in the Order.

**"CFD"** shall mean contract for differences,

**"Client's External Account"** shall mean the bank account of the Client.

**"Client's Profile"** is a secure Website designed to provide interface of the Client and transferred from the personal account of the Investor.

**"Client Terminal"** means the program or third-party application, which connects with the Server according to the FIX Protocol. It is used by the Client to obtain information on financial markets (the extent of which is determined by the Trive MU) in real time, to perform technical analysis, make Transactions, place/modify/delete Orders, as well as to receive notices from the Trive SA/ Trive MU. The Client Terminal can be downloaded on the Website free of charge.

**"Currency Pair"** shall mean the object of a Transaction, based on the change in value of one currency against another.

**"Customer Due Diligence"/"CDD"** shall mean customer verification procedures conducted by Trive SA/ Trive MU in accordance with the regulatory framework of South Africa/ Mauritius.

**"Dormant Account"** shall mean a Trading Account which has not had an Open Position, pending Order, or Transaction in a 6

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-month period.

**"Equity"** shall mean the current composition of the Trading Account. The formula to calculate Equity is: Balance + Floating Profit - Floating Loss.

**"Execution Venue(s)"** shall mean the party that underwrites or provides the financing for Transactions and makes a market for a given asset. In terms of this Agreement, the party is Trive MU.

**"FX"** shall mean "Currency pairs/Foreign Exchange/Forex".

**"FIX Protocol"** shall mean the Financial Information eXchange (FIX) standard of exchanging information, developed especially for exchanging information on transactions involving financial instruments in real time. This protocol is maintained by the company FIX Protocol, Ltd. (<http://www.fixprotocol.org>).

**"Floating Profit/Loss"** shall mean current profit/loss on Open Positions calculated at the current Quote. **"Force Majeure Event"** shall mean any of the events as set out in article 27 hereof.

**"Gapping"** shall mean when the price of a market jumps dramatically.

**"Derived Market"** shall mean a market that is still tradable with Trive SA/ Trive MU although the underlying or actual market maybe closed.

**"Identification Information"** shall mean the passport/ID information on the Client.

**"Indicative quote"** shall mean a quote at which the Trive SA/ Trive MU shall not accept any Instructions from the Client.

**"Instruction"** shall mean the Client's Order to Trive SA/ Trive MU to open/close a position or to place/modify/delete an Order.

**"Instrument"** shall mean any Currency Pair.

**"Limit Order"** shall mean an Order to buy below the current price or to sell above the current price.

**"Long"** shall mean a Buy position that appreciates in value if market prices increase. Regarding Currency Pairs: buying the Base Currency against the Quote Currency.

**"Lot"** shall mean the abstract notion of the number of securities or Base Currency in the Internet Trading Platform.

**"Lot Size"** shall mean the number of securities or Base Currency in one Lot, as specified on the MIS.

**"Margin Call"** shall mean the call when the Client is running low of funds in the Client's account and is requested to deposit funds to stop Client's position from being closed out. (Where Client's cash balance does not cover Client's notional trading requirement and open position profit and loss.)

**"MIS"** shall mean Market Information Sheets.

**"Necessary Margin"** shall mean the margin required by the Company to maintain Open Positions. The details for each instrument can be found on the MIS.

**"Non-trading Operation"** shall mean any operation involving the deposit or withdrawal of funds to/from a Client's External Account.

**"NTR"** shall mean "Notional Trading Requirement".

**"Offer"** shall mean the higher price in a quote that the Client may buy at.

**"Open Position"** shall mean the result of the first part of a completed Transaction. In this case the Client shall be obliged to:  
Make a counter Transaction of the same volume;

Maintain Equity no lower than the Necessary Margin level (For more information, please refer to the MIS).



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**"Order"** shall mean the Client's Instruction to the Company to open or close a position when the price reaches the Certain Price. For detailed information about the Client orders, please refer to "18. Orders" and the terms of "Order" regulated under "24. Order Execution Policy" section of the Terms of Business.

**"Quote"** shall mean the information on the current Rate for a specific instrument, shown in the form of the Bid and Offer price.

**"Quote Currency"** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**"Rate"** shall mean the value of the Base Currency in the terms of the Quote Currency for a Currency Pair.

**"Request"** shall mean the Client's Order to Trive SA/ Trive MU to obtain a Quote. Such a Request shall not constitute an obligation to make a Transaction.

**"Server"** shall mean all programs and technology used to make and carry out the Client's Instructions, as well as presenting trading information in real time, with consideration of the mutual obligations of the Client and Trive SA/ Trive MU in accordance with the Terms of Business.

**"Short"** shall mean a Sell position that appreciates in value if market prices fall. Regarding Currency Pairs: selling the Base Currency against the Quote Currency.

**"Slippage"** shall mean the difference between an order level and the execution level.

**"Spike"** shall mean an error Quote with the following characteristics:

a significant price gap;

a price rebound in a short time period within a price gap;

absence of rapid price movement before its appearance;

absence of important macroeconomic indicators and/or corporate news of significant effect before its appearance.

**"Spread"** shall mean the difference between the Offer and Bid prices. In order to obtain information about our spread practices, please see Article 17 "Spreads" of the Terms of Business.

**"SL"** shall mean "Stop Loss".

**"Storage"** shall mean the charge for a position's rollover overnight. Storage can be either positive or negative.

**"P+L"** shall mean Profit and/or loss.

**"Terms of Business"** shall mean the conditions and terms of business found on the Website.

**"Tic"** or **"Pip"** or **"Point"** shall mean the minimum increment movement of the price which Client is trading or betting on which are shown on the MIS.

**"TP"** shall mean "Take Profit".

**"Trading Account"** shall mean the unique personified register of all completed Transactions, Open Positions, Orders and non-trading operations on the Internet Trading Platform.

**"Trading Interval"** is a time period starting immediately after a rollover and ending immediately before the next rollover.

**"Trive SA"** shall mean Trive South Africa (Pty) Ltd, an authorised Financial Services Provider with FSP license number: 27231, and with registered address situated at 4 Karen Street Office Park, Bryanston, Sandton, 2191, South Africa, duly established and doing business under the laws of the Republic of South Africa.

**"Trive MU"** shall mean Trive Mauritius, an authorised online trading broker with license number: GB21026295, and with registered address situated at The Cyberati Lounge, Ground Floor, Silicon Avenue, 40 Cybercity, 72201, Ebene, Republic of

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Mauritius, duly established and doing business under the laws of the Republic of Mauritius.

**"Internet Trading Platform" or "ITP"** shall mean all programs and technology that present quotes in real-time, allow the placement/modification/deletion of Orders and calculate all mutual obligations of the Client and Trive SA/ Trive MU. An Internet Trading Platform consists of a Server and Client Terminal.

**"Transaction"** shall mean two deals of the same size in different directions (open and close a position): buy in order to sell or sell in order to buy.

**"Transaction Size"** shall mean the Lot Size multiplied by the number of Lots.

**"Website"** shall mean Company's website at [[www.trive.com/afr/](http://www.trive.com/afr/)]

**"Withdrawal"** shall mean the withdrawal of funds from the Client's Trading Account and Client's remittance to the Client's External Account, as requested by the Client in Client's "Withdrawal Request". In order to obtain further information about withdrawals, please refer to article 11 "Deposits/Withdrawals/Balances" of the Terms of Business.

**"Withdrawal Request"** shall mean an instruction given by the Client to have funds withdrawn from Client's Trading Account and transferred to Client's External account. To request a withdrawal, the Client must send a scanned signed copy of the "Withdrawal Request Form", a PDF document which can be found on the "Fund Transfers" page of the Website. This scan should be sent to [payments@trive\\_afr.com](mailto:payments@trive_afr.com), along with a scanned copy of the Client's Identification Information. In order to obtain further information about withdrawals, please refer to article 11 "Deposits/Withdrawals/Balances" of the Terms of Business.

### 31. Client Declaration

31.1. The Client hereby solemnly declares that:

- a) The Client has thoroughly read, comprehended, and accepted the entire content of the foregoing Terms and Conditions, Appendices and Annexures, unequivocally agreeing to them;
- b) The Client has reviewed all information available on the Website concerning Trive SA and/or Trive MU, including but not limited to its provided Services, relevant fees and costs, Order and Execution Policy, Privacy and Cookies Policy, Conflict of Interest Policy, General Risk Disclosure, Risk Disclaimer and has found all pertinent information to meet established standards;
- c) The Client is at least 18 (eighteen) years old, and, to the best of their knowledge and belief, the information provided in the Registration Form and any accompanying documentation in connection with the application is accurate, complete, and not misleading. The Client commits to informing Trive SA and/or Trive MU, of any changes to the details or information entered in the Registration Form;
- d) The Client acknowledges that, for any Orders placed with Trive MU for the Financial Instruments offered, Trive SA will act as an agent, not a principal, on the Client's behalf. The sole Execution Venue for Order execution shall be Trive MU.;
- e) The Client has selected the investment amount considering their total financial circumstances, which they deem reasonable under such circumstances;
- f) Any money provided to Trive SA and/or Trive MU, exclusively belongs to the Client, free of any lien, charge, pledge, and/or other encumbrance, with no direct or indirect proceeds of any illegal act or omission or product of any criminal or related activity;
- g) The Client acts for themselves and not as a representative or trustee of any third person, unless a document and/or power of attorney enabling representation and/or trusteeship of any third person has been provided to Trive SA and/or Trive MU's satisfaction;
- h) The Client understands, accepts, and agrees that Trive SA and/or Trive MU, reserves the right to refund/return amounts received to the remitter (or beneficial owner) with sufficient proof that these amounts are direct or indirect proceeds of any illegal act and/or omission and/or product of any criminal activity. The Client consents to Trive SA and/or Trive MU reversing all types of previous transactions in any of their Client's Trading Accounts

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and terminating the Agreement under article 29 if the Client has not produced sufficient excuse and/or explanations for such an event. The Client consents to Trive SA and/or Trive MU taking all legal actions against the Client to cover themselves and claiming any damages caused directly or indirectly as a result of such an event;

- i) The Client guarantees the authenticity and validity of any document provided to Trive SA and/or Trive MU;
- j) The Client has regular Internet access and consents to Trive SA and/or Trive MU delivering Agreement documents, fee amendments, costs, Contract Specifications, Products and Services details, Financial Instruments offered, and characteristics of Client's Trading Account(s), as well as information about the nature and risks of investments, by posting such documents, amendments, and information on the Website or the Platform or by sending an electronic mail (e-mail); and
- k) The Client consents to the provision of trade reporting through the Trading Platform. If desired, the Client may request these reports to be sent by electronic mail (e-mail), facsimile, or in hard copy by registered post.