

# TERMS AND CONDITIONS

Version: 18.06.2024

## 1. INTRODUCTION

- 1.1 These terms and conditions, together with any Schedule(s), and accompanying documents, as amended from time to time, (hereafter the "Agreement") shall regulate the relationship between DEMETERER (PTY) LTD and Demeterer Europe Ltd (hereinafter collectively referred to as Demeterer, "Company", "we", "us", "our", as appropriate). DEMETERER (PTY) LTD, with a registered address at Regus Dainfern, 1st floor, Dainfern Square, CNR Winnie Mandela Drive & Broadacres, Johannesburg, Gauteng, 2191, South Africa, and Demeterer Europe Ltd, incorporated in Cyprus with company number HE448684 and registered address Naxou 1, Office 103 Strovolos, 2043, Nicosia, Cyprus. This Agreement shall regulate the relationship between the Company and any natural person (hereinafter referred to as "Customer", "Client", "you", "your", "yourself", as appropriate) who has successfully opened an account and agreed to the current terms and conditions during the registration procedure. This Agreement governs each Transaction entered into or outstanding between us on or after the execution of this Agreement.
- 1.2 Demeterer (operating under the brand name „Swissco“) is a company incorporated under the laws of South Africa, with registration number 2016/366171/07. The Company will offer its services via the Company's website [www.swissco.com](http://www.swissco.com).
- 1.3 THE CUSTOMER ACKNOWLEDGES AND CONFIRMS THAT HE HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND THAT THE PERSON SIGNING ON HIS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE HAS THE AUTHORITY TO BIND CUSTOMER TO THE AGREEMENT. By accepting the Agreement, the Customer enters into a legally binding agreement with the Company.
- 1.4 Demeterer (PTY) is represented in certain regions by Demeterer Europe Ltd, an entity duly incorporated in Cyprus under registration number HE448684. Demeterer Europe Ltd functions on behalf of the principal entity DEMETERER (PTY) LTD, overseeing client payments, customer support, and marketing services in specified regions. Demeterer Europe Ltd is a seller of services subject to appointment by the License holder DEMETERER (PTY) LTD and the compensation to Demeterer Europe Ltd for the services rendered is incorporated into the sale price. Demeterer Europe Ltd is legally obliged to provide complete recourse for client sales transactions when acting as Demeterer (PTY)'s representative. Demeterer (PTY) retains responsibility for all services provided, excluding the actual sale transactions such as the sale and/or purchase of instruments, refunds, returns, redemptions, payouts, etc.
- 1.5 We are entitled to refuse the provision of any of the services to the Customer, at any time, without being obliged to inform the Customer of the reasons to do so in order to protect the legitimate interests of both the Customer and the Company.
- 1.6 This Agreement, the particular terms applicable to each Transaction entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between us. We both acknowledge that all Transactions entered into on or after the date this Agreement takes effect are entered into in reliance upon the fact that the Agreement and all such terms constitute a single agreement between us.

## **2. DEFINITIONS AND INTERPRETATION**

2.1 For purposes of the Agreement, capitalized terms shall have the meanings set forth below. Capitalized terms utilized in these Terms and Conditions and not defined have the meaning

set forth in the other documents that form part of the Agreement, or such other applicable document between the Customer and the Company relating to its access to and use of the Services.

"Account" or "Trading account" means the trading account you hold with us and designated with a unique account number.

"Applicable Regulations" means the Financial Markets Act No 19 of 2012, the Financial Advisory and Intermediary Services Act No 37 of 2002; the Financial Intelligence Centre Act No38 of 2001; and all other applicable laws, rules and regulations as in force from time to time.

"Associate" means an undertaking in the same group as us, a representative whom we appoint or an undertaking in the same group as us, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

"Base Currency" means currency in which Trading account is maintained.

"Balance" means the sum held on behalf of the Customer on its Account within any period of time.

"Overnight Rollovers " or "CFD Rollovers " is the process of extending the expiry date of a contract for difference (CFD). This means client can "roll over" current opened positions to the next day and avoid having them expire.

"Bank Account Details" means the details of your bank account in which Demeterer will credit the amount of profits withdrawn and/ or any amount from a withdrawal request and/ or any funds remaining in your trading account and/ or any other amount of funds need to be returned to you.

"Business Day" means a day which is not a Saturday or a Sunday or a public holiday in the Republic of South Africa and upon which banks are open for business in the Republic of South Africa.

"Close Position" means deal of purchase (sale) covered by the opposite sale (purchase) of the contract.

"Contract for Differences" or "CFD" means any financial instrument that is available for trading through Demeterer's trading platform(s).

"Credit Support Provider" means any person who has entered into any guarantee, hypothecation, agreement, margin or security agreement in our favor in respect of your obligations under this Agreement.

"CRS" shall refer to the Common Reporting Standard (CRS) as developed by the Organization for Economic Co-operation and Development (OECD) for the Automatic Exchange of Financial Account Information which forms the legal basis for exchange of data with regards to Tax matters.

"Derivative Instrument" means any:

- Financial instrument; or
- Contract

That creates rights and obligations and whose value depends on or is derived from the value of one or more underlying asset, rate or index, on a measure of economic value or on a default event.

"Electronic Services" means a service provided by us, for example an Internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or an electronic order routing system.

"Event of Default" means any of the events of default as listed in Clause 22 (Events of Default).

"Execution" means the completion of clients' orders on the Company's trading platform, where the Company processes the orders and routes them to the market maker.

"FICA" means the Financial Intelligence Centre Act 38 of 2001, as amended.

"Financial Instruments" means any of the financial instruments offered by Demeterer and which are defined as such under applicable Law or Regulation. According to the Demeterer's license these are, amongst others:

- i. Money Market instruments
- ii. Bonds;
- iii. Derivative instruments, means
  - a) A derivative instrument as defined in the Financial Markets Act; and
  - b) A derivative instrument as above that has a foreign currency denomination,
  - c) Excluding:

- a. Warrants, certificates or other instruments; and
- b. A forex investment

"FSCA" is an abbreviation for Financial Sector Conduct Authority. "Joint Account" means trading Account held with us and jointly owned by two or more beneficiaries.

"Demeterer Trading Desk" means the trading desk or dealing desk operated by us.

"Demeterer Online Trading system " or "Trading Account" means the internet-based trading platform WebTrader, or desktop platform cTrader application or cTrader mobile application available at our website that allows you operate your trading account.

"Order" means the request / instruction given by the Customer to the Company in the Customer's Account.

"POPIA" means the Protection of Personal Information Act, No.4 of 2013.

"Secured Obligations" means the net obligation owed by you to us after the application of set-off under clause 20.5.

"Services" means the investment services which will be provided by the Company to the Customers and are governed by this Agreement as these are described herein.

"System" means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Service.

"Transaction" means any type of transaction subject to this Agreement and includes a CFD, spot or forward contract of any kind, future, option or other derivative contract in relation to any commodity, financial instrument (including any security), currency, interest rate, index or any combination thereof and any other transaction or financial instrument for which we are authorized under our license from time to time which we both agree shall be a Transaction.

2.2 The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation.

2.3 The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in the Applicable Regulations have the same meaning in this Agreement unless expressly defined in this Agreement.

2.4 References in this Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment thereof. A reference in this Agreement to "document" shall be construed to include any electronic document.

2.5 A reference in this Agreement to a "clause" or "Schedule" shall be construed as a reference to, respectively, a clause or Schedule of this Agreement, unless the context requires otherwise.

2.6 The clauses contained in the attached Schedule (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of Transactions. In the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail. The fact that a clause is specifically included in a Schedule in respect of one Transaction shall not preclude a similar clause being expressed or implied in relation to any other Transaction. You acknowledge having read, understood and agreed to the Schedules to this Agreement.

### **3. AGE ELIGIBILITY AND OTHER REQUIREMENTS**

3.1 The Company's services and products traded are only available to individuals who are at least 18 years old (and at least the legal age in your jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. The Company reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided. The Company may, in its sole discretion, refuse to offer its products and services to any person or entity and change its eligibility criteria at any time.

3.2 The Company reserves the right and is entitled to at any time, and upon its sole discretion, to restrict offering its Services to certain jurisdictions and consider them as banned countries in

terms of engagement with the potential clients. Services covered by this Agreement are not addressed to and the Company currently does not accept new clients and/or the opening of new accounts from the following jurisdictions:

- a) persons who are residents of countries whose jurisdiction requires prior registration of issue of securities or information obligations of the Issuer, such as Canada or Japan;
- b) residents of: Crimea and Sevastopol, Cuba, Ecuador, Iran, Iraq, Myanmar, North Korea, Pakistan, South Sudan, Syria, Australia, Democratic Republic of Congo, Eritrea, Hong Kong, Israel, Libyan Arab Jamahiriya, New Zealand, North Cyprus, North Korea, Singapore, Somalia, Sudan, all USA jurisdictions, Russian Federation.
- c) Kazakhstan, FATF High risk and grey list risk countries, UNSC sanctioned countries, and countries where activities of the company are recognized as illegal
- d) Jurisdictions where it would be illegal according to applicable laws for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services or Demeterer Online Trading system.
- e) or where the publication or availability of the Services or Demeterer Online Trading System is prohibited or contrary to local law or regulation, or could subject any member of the Company to any local registration or licensing requirements.

(hereinafter collectively referred to as the "Restricted Countries and Jurisdictions"). This might not be an exhaustive list of the Restricted Countries and Jurisdictions. The list of Restricted countries and Jurisdictions, is subject to alteration at any time the Company deems proper upon its sole discretion without any prior notice. The list of Restricted Countries and Jurisdictions is updated as required and posted on the Website. The Customer should consult the website prior to accessing the Account and/or Demeterer Online Trading system.

- 3.3 It is the Customer's obligation to verify the relevant laws in the Customer's jurisdiction before commencing the registration procedure, applying for an Account and using the Services and/or the Demeterer Online Trading System.
- 3.4 The Customer hereby, confirms that by agreeing to this Agreement he is not residing in one of the countries mentioned on the aforementioned list and covenants to inform the Company should his situation alters in any way. The Company reserves the right to request any additional information deems necessary in order to verify compliance with this clause.

#### **4. REGULATION**

- 4.1 This Agreement and all Transactions are subject to Applicable Regulations so that:
  1. nothing in this Agreement shall exclude or restrict any obligation which we have to you under Applicable Regulations;
  2. we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;
  3. all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
  4. such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations shall not render us or any of our directors, officers, employees or agents liable.
- 4.2 If a regulatory body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you. If a regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

## **5. EXECUTION AND ADVICE**

- 5.1 Demeterer deals on an execution only basis and do not advise on the merits of particular Transactions, or their taxation consequences.
- 5.2 Without prejudice to our foregoing obligations, in asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction and that you have read and accepted the Risk Disclosure Statement and guidelines in relation to the financial instruments and the markets which are available in our websites. We give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.
- 5.3 You assume all responsibility in relation to any investment strategy, transaction or investment, tax costs, and for any consequences brought by from any transaction that you perform and Demeterer shall not be held responsible nor you shall rely on the Company for the aforementioned.
- 5.4 Where we do provide generic trading opinions, market commentary or other information in our newsletters and/or website:
1. this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to investment advice;
  2. where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
  3. we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
  4. you accept that prior to dispatch, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other clients. Any published research reports or recommendations may appear in one or more screen information service.
- 5.5 We are required to have an execution policy and to provide our clients with appropriate information in relation to our execution policy. Demeterer takes all reasonable steps to obtain the best possible results for its Customers. Where you place orders with us, the execution factors that we consider and their relative importance is as set out below:
1. Price. The relative importance we attach is "high".
  2. Speed. The relative importance we attach is "high".
  3. Likelihood of execution and settlement. The relative importance we attach is "high".
  4. Size. The relative importance we attach is "high".
- 5.6 We shall use our reasonable endeavors to execute any order promptly to the market maker, but in accepting your orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf, we shall notify you promptly.

## **6. CONFLICT OF INTEREST POLICY**

- 6.1 Under Applicable Regulations, Demeterer is required to have arrangements in place to manage conflicts of interest between Demeterer and its Customers and between other Customers. In this respect, Demeterer will make all reasonable efforts to avoid conflicts of interest; when they cannot be avoided Demeterer shall ensure that you are treated fairly and at the highest level of integrity and that your interests are protected at all times.
- 6.2 You acknowledge and accept that you have read and accepted the Conflict of Interest Policy, which was provided to you during the registration process and is uploaded on Demeterer's official website.

## **7. ACCOUNT OPENING PROCEDURE**

- 7.1 An Account must be opened prior to entering into any Transaction with us. During registration procedure you will be required to provide certain identifying information. In order to identify you and categorise you and to help fighting the funding of terrorism and money laundering activities we need to obtain, verify, risk rate from a money laundering and terrorist financing perspective and record information that identifies each person or entity who opens an account as well as any beneficial owners of such an account. We are required by law to ask you to provide your name, address, date of birth and other information about you, your organization or persons related to your organization that will allow us to identify you before we approve your account. We also may ask you to provide certain identifying documents, such as your driver's license or passport or your organization's articles of incorporation to assist us in verifying your identity and in determining whether you satisfy our account criteria. Unless you provide the requested information and documentation, we may not be able to open your account. We will ask you to provide your bank account details prior to the opening of your trading account in order for us to be able to return any funds relating to your trading account.
- 7.2 By applying for an Account, you agree to provide the information and documentation requested by us. Your data, personal and private information will be kept and processed by Demeterer, in accordance with the applicable regulations of the Company and in accordance with the Privacy Policy.
- 7.3 It is understood that we are not to be required (and may be unable under Applicable Regulations) to accept a person as our Client until all documentation we require has been received by us, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been duly satisfied. It is further understood that we reserve the right to impose additional due diligence requirements to accept Clients residing in certain countries or not to proceed to open your account on our sole discretion.
- 7.4 Before you start trading and placing order with us, the following steps must be completed:
1. you must read and agree to the Agreement, including any Schedule(s), and accompanying documents, the risk disclosure statement, the trading policies and procedures, and all applicable addenda,
  2. you must deposit sufficient funds in your account, and
  3. you must finish the registration procedure by completing the customer registration form and providing all accompanying documents,
  4. you must be approved by us. After you fill in and submit the customer registration form together with all the required identification documentation and registration data required by us for our own internal checks, we will send you a notice by email informing you whether you have been accepted as a Client of the Company. We may, in our sole discretion, request that in addition to online acceptance of this Agreement, Customer must complete and submit any signed documents so required by us. All legal entities and natural persons acknowledge and understand that the Company is not obliged and/or required under any applicable law or regulation to accept a legal entity or natural person as its Client. The Company reserves the right to decline and/or refuse to accept any legal entity or natural person as its Client. Furthermore, the Company is under no obligation to provide any reason for not accepting a legal entity or natural person as its Client.
- 7.5 You will be able to open your trading Account(s) in USD, EUR or any currency that may be offered by us. Account(s) balances will be calculated and reported to you in the currency in which Account(s) are maintained.
- 7.6 The Client acknowledges and accepts that the Company reserves the right, upon written notice, to freeze any trading account by virtue of any legal and/or regulatory requirements.
- 7.7 We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:
1. if you fail to provide Demeterer with any documents it requests from you either for client identification purposes or for any other reason;
  2. if Demeterer suspects or has concerns that the submitted documents may be false or fake;
  3. if Demeterer suspects you are involved in illegal or fraudulent activity;



4. if Demeterer is informed that your credit or debit card (or any other payment method used) has been lost or stolen;
5. where Demeterer considers that there is a chargeback risk; and
6. In case of cancelled deposits, and if there is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the bank account that have been initially received.

## **8. CLIENT FUNDS**

- 8.1 We treat funds received from you or held by us on your behalf in accordance with the requirements of the Applicable Regulations. In particular, funds belonging to you that will be used for trading purposes will be kept in an account with any bank or financial institution or in any other manner used to accept funds which Demeterer will specify from time to time and will be held in Demeterer's name, or on the name of payment institution which servers for Demeterer's client's custody deposit accounts.
- 8.2 By accepting this Agreement, you authorize Demeterer to make any necessary reconciliation transfers in order for the bank account balance to match the trading account balance, including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Customer to Demeterer or any other person. It is understood that any amount payable by Demeterer to you, shall be paid directly to you to a bank account the beneficial owner of which is you. Fund transfer requests are processed by Demeterer within the time period specified on Demeterer's official website and the time needed for crediting into your personal account will depend on your bank account provider.
- 8.3 You agree that any amounts sent by you in the Demeterer's bank accounts, will be deposited to your trading account at the value date of the payment received and net of any charges/fees charged by the bank account providers or any other intermediary involved in such transaction process. In order for Demeterer to accept any deposits by you, the identification of the sender must be verified and ensure that the person depositing the funds is you. If these conditions are not met, Demeterer reserves the right to refund the net amount deposited via the method used by the depositor.
- 8.4 You, the client, acknowledge and confirm that no interest will be received on the balance of your Trading account.
- 8.5 You agree that we may cease to treat your funds as client funds if there has been no movement on your balance for six years. We shall write to you at your last known address informing you of our intention of no longer treating your balance as client funds and giving you 28 days to make a claim.
- 8.6 You agree that we shall not be liable for any default of any counterparty, bank, custodian or other entity which holds funds on your behalf or with or through whom transactions are conducted.
- 8.7 The Company will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, willful default or fraud.

## **9. ISLAMIC ACCOUNT**

- 9.1 Islamic Accounts, also known as swap free accounts, offer trading with Financial Instruments, offered by us, in order to be in compliance with the Sharia Law, as they imply no swap or rollover interest on overnight positions. Islamic Account is completely swap free for as long as the Account is open and it should only be requested and made available for Clients who are followers of this Islamic tradition ("Islamic Account"). The customer hereby confirms and/or accepts and/or declares that a request to render their account as Islamic shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever.

- 9.2 Customer may elect to designate, in the manner provided by the Company as this may be altered from time to time, their trading account to be a swap-free account not charged with or entitled to, premiums and/or rollovers and/or interest. We reserve the right to revoke the Swap-free status granted to any real trading Account at any time without being obliged to provide any explanation or justification. Such action will routinely be taken in cases where trades are held for more than 7 days or to close the positions. The Company reserves the right to refuse accepting the request of a customer to designate their account as an Islamic Account, upon its sole and absolute discretion which shall be conclusive and undisputable upon the customer.
- 9.3 In the event that the Company suspects that a customer is abusing the rights conferred to them by the classification of the account as Islamic Account, the Company has the right, without prior notice, to proceed with one or more of the following:
1. The Company may add commission upon each and every one of the trades executed on the Islamic Account; and/or
  2. The Company may cancel the special rights and/or conditions conferred to the Account due to its classification as Islamic Account, recall the designation of the Account as Islamic Account and render it a normal trading Account; and/or
  3. The Company may restrict and/or prohibit the customer from hedging their positions; and/or
  4. The Company may, upon its sole discretion, close any open positions and reinstate them upon the then real market price. The customer hereby, acknowledges that they shall bear all costs derived from the aforementioned action, including but not limited to, the cost on the change of the spread.

## **10. COST AND PAYMENTS**

- 10.1 All payments to us under this Agreement shall be made in such currency as we may from time to time specify to the bank account designated by us for such purposes. All such payments shall be made by you without any deduction or withholding.
- 10.2 We may share charges with partners, affiliates, business introducers and agents in connection with Transactions carried out on your behalf. If you require more information on the fees and commissions that we pay to business introducers and other affiliates, inform us and we will provide you with further information.
- 10.3 A daily financing charge may apply to each FX/CFD open position at the closing of TradeFin's trading day as regard to that FX/CFD. If such financing charge is applicable, it will either be requested to be paid by Client directly to Demeterer or it will be paid by Demeterer to Client, depending on the type of FX/CFD and the nature of the position Client holds. The method of calculation of the financing charge varies according to the type of FX/CFD to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR). The financing charge will be credited or debited (as appropriate) to Client's Account on the next trading day following the day to which it relates.
- 10.4 Demeterer reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of FX/CFDs to which the financing charge applies. For certain types of FX/CFDs, a commission is payable by Client to open and close FX/CFD positions. Such commission payable will be debited from Client's account at the same time as Demeterer opens or closes the relevant FX/CFD. Changes in our swap interest rates and calculations shall be at our own discretion and without notice. Clients need to always check our website for the then current rates charged. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk related matters that are at the firm's sole discretion.
- 10.5 Additional Conversion fees apply for Demeterer Online Trading system. Conversion fees will apply only when your account currency is different than the quoted currency of the underlying asset being traded. The fee will be reflected as a percentage of the conversion rate used. This will affect any conversions made on the Used Margin, Profit and Loss, Overnight Rollovers (Financing), CFD Rollovers and adjustments for Corporate Actions. As an example, if the account currency is US Dollars and you open a position on a Euro quoted asset (i.e.

Germany) your Used Margin is converted in US Dollars. The conversion will include a fixed percentage on the conversion rate applicable at the time as a mark-up.

10.6

For Demeterer Online Trading system CFD rollover applies. The future contract on which a CFD is based has an expiration date, and clients will be able to close their CFD positions until this date. In order to ensure continuous trading conditions for the client, when a future contract that a CFD is based on reaches its maturity, the underlying asset of that CFD will be switched to the next maturity of the same futures contract. A calendar of such rollovers is mentioned on our website in section "CFD Expiration Dates". A premium will be either added or subtracted from the client's account, based on the difference in prices between the two futures contracts. Example: If you sell 1 lot EURUSD, you will pay rollover costs on 100.000 Euro, which at the current rate would be \$0.017. This rate may vary over time, for actual rates please check the "CFD Expiration Dates" on our website.

10.7 Payments on Stock Splits, Reverse Stock Splits, Stock Dividends and other Stock related events can have an impact on the share price and thus on the price of an equity based CFD. A person who holds a CFD position has no ownership of the underlying instrument. However, when a client holds a long CFD position, Demeterer shall pay the equivalent of the dividend to that client and deduct the equivalent from any client holding a short CFD position. This shall be done on or shortly after the ex-dividend date as that is when the economic effect is felt on the underlying share price.

10.8 You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us. In case of any value added tax or any other tax obligations that arise in relation a transaction performed on your behalf or any other action performed under this Agreement for you, the amount incurred is fully payable by you and in this respect, you must pay Demeterer when so requested and Demeterer is fully entitled to debit your account with the outstanding amount to be settled (excluding taxes payable by Demeterer in relation to Demeterer's income or profits).

## **11. TRADING PROCEDURES**

11.1 Unless otherwise specified by Demeterer, all trades shall be made in Base Currency.

11.2 Demeterer offers a number of attractive reward features to new and existing clients, including bonuses and one-time trading credits. These bonuses are limited time offers and the terms and conditions associated with any bonus reward are subject to change. You will be given the opportunity to accept or decline any bonus reward you are offered. Please note that by accepting the terms and conditions when registering with our Company, you acknowledge that these promotions are limited, and have no actual value except while in your account. For any questions or for further information regarding awards and bonuses, you are advised to acknowledge the Bonus Policy. In addition, please make sure you ask in writing before participating in any promotions the account manager.

11.3 You may give us instructions in electronic form through the Demeter Online Trading system. If any instructions are received by us by telephone, computer or other medium we may ask you to confirm such instructions in writing. We shall be authorised to follow instructions notwithstanding your failure to confirm them in writing. In this Agreement "instructions" and "orders" have the same meaning.

11.4 You can place an Order via Demeterer's Trading Platform. Once your instructions or Orders are received by Demeterer, they cannot be revoked, except with Demeterer's written consent which may be given at Demeterer's sole and absolute discretion. Demeterer shall have no liability for failure to execute orders. Demeterer shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains funds that are insufficient to support the entire order or where such order is illegal or otherwise improper.

11.5 Demeterer may, in certain circumstances accept instructions, by telephone via Demeterer's Dealing Room, provided that Demeterer is satisfied, at its full discretion, of your

identity and Demeterer is further also satisfied with the clarity of instructions. In case of an Order received by Demeterer in any means other than through the Trading Platform, the Order will be transmitted by Demeterer to the Trading Platform and processed as if it was received through the Trading Platform. It is understood that an Order will not be affected.

- 11.6 In the event that Demeterer wishes to confirm in any manner any instructions and/or Orders and/or communications sent through the telephone, it reserves the right to do so. You accept that there is a risk of misinterpretation or mistakes in the instructions or Orders sent through the telephone, regardless of what caused them, including, among others, technical failures.
- 11.7 **Authority:** We shall be entitled to act for you upon instructions given or purporting to be given by you without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions provided such instruction is accompanied by your correct Account number and password. If your Account is a joint account, you agree that we are authorized to act on the instructions of any one person in whose name the Account is held, without further inquiry. We shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by us in reliance on any such instructions or on the apparent authority of any such persons.
- 11.8 At the end of each trading day, confirmations for all Transactions that we have executed on your behalf on that trading day will be available via your online Account on our website. It is your responsibility to notify Demeterer if any confirmations are incorrect. Confirmations shall, in the absence of manifest error, be conclusive and binding on you, unless you place your objection in writing within 5 Business Days. You may request to receive the Account statement monthly or quarterly via email, by providing such a request to Demeterer, but Demeterer is not obliged to provide you with the paper Account statement. The Account statement may be provided at the expense of the client.
- 11.9 We may require you to limit the number of open positions which you may have with us at any time and we may in our sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.
- 11.10 In certain market conditions you may be allowed to trade using the Roll Over feature. The Roll Over feature enables you to extend the expiration time of your trading position before it reaches the expiry date. This feature can be used subject to the following conditions:
1. An additional 30% of the initial deposit must be added automatically to your initial investment.
  2. The Roll Over feature can only be used in cases where the progress of the followed price does not take the direction which you had anticipated.
  3. You can only use the Roll Over feature once for each trading position.
  4. The Roll Over feature shall only be available up to 15 minutes before the expiry time.
- 11.11 You will promptly deliver any instructions, funds, or documents deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us.
- 11.12 Clients must be aware that Forex transactions carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign currency so that transactions are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds that the Client has deposited or will have to deposit. This may work against as well as for the client. Demeterer exclusively reserves the right to widen its variable spreads, adjust leverage, change its rollover rates and/or increase the margin requirements without notice under certain market conditions including, but not limited to, when the trading desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility. In such circumstances, the Client agrees to indemnify Demeterer for any and all losses that may occur due the widening of spreads and the adjustment of leverage. Furthermore, it should be noted that the Company operates on a 'negative balance protection' basis; this means that you cannot lose more than your initial investment.
- 11.13 We may, but shall not be obliged to, accept instructions to enter into a Transaction. If

we decline to enter into a proposed Transaction, we shall not be obliged to give a reason but we

shall promptly notify you accordingly.

- 11.14 We have the right (but no obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation) through instrument specification table available on Demeterer's website:
1. controls over maximum amounts placed to open a position using any of Demeterer's Online Trading systems;
  2. controls over maximum positions placed per trader and per asset;
  3. controls over our total exposure to you;
  4. controls over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);
  5. controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you); or
  6. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.
- 11.15 Should you surpass the limits and/or parameter we set, your trade shall be blocked and/or suspended. The position limits will be notified in advance to you either through Demeterer's website or Demeterer's Online Trading systems.
- 11.16 The manner of calculating the Transactions' expiration rates of indexes, stocks, currencies and commodities which are offered by Demeterer are updated from time to time, the assets offered by Demeterer and the way the Transactions' expiration rates of indexes, stocks, currencies and commodities which are offered by Demeterer are calculated may change from time to time at Demeterer's sole discretion. Customer undertakes to continuously ensure customer is updated on the assets and the manner of aforesaid calculation. We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction, or to offer you a new quote, in case of technical failure of the trading platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market. In the event we offer you a new quote you have the right to either accept it or refuse it and thus cancel the execution of the Transaction. Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.
- 11.17 The levels we present on our site are the ones received from our market maker.
- 11.18 The Client acknowledges that he/she is responsible for reviewing the expiration dates for the options, which are located on the Demeterer's website.

## **12. TYPES OF ORDERS ACCEPTED**

- 12.1 Some of the types of orders Demeterer accepts include, but are not limited to:
- a) Good till Cancelled ("GTC") - An order (other than a market order), that by its terms is effective until filled or cancelled by Client. GTC Orders are not automatically cancelled at the end of the Business Day on which they are placed.
  - b) Limit - An order (other than a market order) to buy or sell the identified market at a specified price. A limit order to buy generally will be executed when the ask price equals or falls below the bid price that you specify in the limit order. A limit order to sell generally will be executed when the bid price equals or exceeds the ask price that you specify in the limit order.
  - c) Market- An order to buy or sell the identified market at the current market price that Demeterer provides via the Online Trading System. An order to buy is executed at the current market ask price and an order to sell is executed at the current market bid price.
  - d) One Cancels the Other ("OCO") - is a pair of conditional orders stipulating that if one order executes, then the other order is automatically canceled.
  - e) Stop Loss - A stop loss order is an instruction to buy or sell a market at a price which is

worse than the opening price of an open position (or worse than the prevailing price when



applying the stop loss order to an already open position). It can be used to help protect against losses. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set.

- f) Trailing Stop - A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Client has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Client. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set. Following submission of an order, it is your sole responsibility to remain available for order and fill confirmations, and other communications regarding your Account until all open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account.

Your order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

- g) Gap - a break between prices that occurs when the price of an asset makes a sharp move up or down with no trading occurring in between. Gaps can be created by a number of factors including regular buying or selling pressure, earning announcements, or any other type of news release. If a market gaps through all orders will be filled on a best efforts basis at first available price (not order level).

- 12.2 In the event that the cTrader client terminal is closed, trailing stop will not work. This happens as the trailing stop works on the client terminal side and in this respect, if the client terminal is closed, only the stop loss that was placed by trailing stop before the closing of the terminal can trigger.

### **13. CANCELLATION/WITHDRAWAL OF INSTRUCTION; CANCELLATION OF TRADES AND RIGHT NOT TO ACCEPT ORDERS**

- 13.1 Orders may be cancelled via the Online Trading System but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you with our consent. This applies also to types of orders described in art. 13. Demeterer shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

- 13.2 We have the right to reject an order or to cancel a transaction if we have adequate reasons/evidence that the following have occurred:

1. fraud/illegal actions that led to the transaction,
2. any instance when Demeterer has cause to believe that a person's trading activities may be illegal;
3. any instance where Demeterer may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities;
4. any instance where one or more transactions are judged by Demeterer to have been performed in violation of this Agreement.
5. orders placed based on manipulated prices as a result of system errors or system malfunctions,
6. arbitrage trading on prices offered by our platforms as a result of systems errors; and

7. coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.
- 13.3 We reserve the right to cancel any and/or all trading positions and withhold and/or forfeit any profits incurred by the Customer on all the Customer's trades if we consider that that the Customer has engaged in market Arbitrage.

#### **14. IMPROPER, ABUSIVE AND PROHIBITED TRADING**

- 14.1 Demeterer's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.
- 14.2 Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), Demeterer shall consider this as unacceptable behaviour. Should Demeterer determine, at its sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act such as for example:
  - a) fraud/illegal actions that led to the transaction;
  - b) orders placed based on manipulated prices as a result of system errors or system malfunctions;
  - c) arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
  - d) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.Then Demeterer will have the right to:
  1. adjust the price spreads available to you; and/or
  2. restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
  3. obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
  4. reject an order or to cancel a trade; and/or
  5. immediately terminate our trading relationship.
- 14.3 No employee and/or former employee who currently works or used to work on a full time or part time basis for Demeterer or any of its related entities shall, during the term of the employee and/or former employee's service to Demeterer or any of its related entities and after termination of service become a client of any brand of Demeterer (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without Demeterer's prior written approval. Should Demeterer consider that the employee and/or former employee is trading with any brand of Demeterer without the Demeterer's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the employee and/or former employee's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated.
- 14.4 No business associate or former business associate of Demeterer or any of its related entities shall, during the period of the agreement between the associate/former business associate and Demeterer and after termination of such agreement, become a client of any brand of Demeterer (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without Demeterer's prior written approval. Should Demeterer consider that the associate/former business associate is trading with any brand of Demeterer without Demeterer's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the relevant associate/former business associate's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated.

## **15. WITHDRAWALS**

- 15.1 Once your withdrawal request is approved, your withdrawal request will be processed by us and sent to the same bank, credit card or other source for execution on the same day that the request to withdraw funds was made, or the next working day if the client's request is received outside of normal trading hours. (Note: Some banks and credit card companies may take time to process payments especially in currencies where a correspondent bank is involved in the transaction).
- 15.2 The funds will be returned to the bank account/credit card/other source from which the funds were debited. You are fully responsible for the payment details that you provided to Demeterer and Demeterer accepts no responsibility if you have provided false or inaccurate bank details. Further, withdrawals bear third party charges which may vary in accordance with the terms and conditions of the third parties. These charges may be verified upon request.
- 15.3 The minimum withdrawal amount for all methods (excluding the wire transfer) is \$20 or the equivalent amount in the currency of the Client's Trading account. The minimum withdrawal amount request for wire transfer is \$100. Any withdrawal request for an amount below the two amounts mentioned above, will incur handling and processing charges as follows: minimum \$10 for all methods (excluding wire transfer) and minimum \$ 50 for the wire transfer.
- 15.4 If you request a withdrawal of funds from your Account and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal. Withdrawals will only be made on request by you, by bank transfer to an account in your name or such other method as we, in our absolute discretion, may determine.
- 15.5 In the event that it is not possible for the funds to be withdrawn without delay, Demeterer, in meeting its obligations to act in the client's best interest, will keep the client informed, including about the reasons for any delay and the expected timeframe before the funds will be withdrawn. Information provided to the client about any delays in withdrawing funds will be fair, clear and not misleading.
- 15.6 Demeterer will endeavour to process your withdrawal requests promptly, however the time needed for the requested funds to be processed and appear in your account will depend upon the method used for depositing the funds and the third parties which are executing the payments.

## **16. INACTIVE AND DORMANT ACCOUNT**

- 16.1 If we do not record any activity in your Online Trading System during a continuous period of three (3) months and you have a zero-account balance, your Trading Account and all its history will be archived on our trade server. If you wish to keep using your Trading Account or restore it in the future, please contact us at [support@swissco.com](mailto:support@swissco.com).
- 16.2 The Customer acknowledges and confirms that any trading account(s), held with Demeterer by a Demeterer Customer where the Customer has not: 1. placed a trade; 2. opened or closed positions; and/or 3. made a deposit into the Customers trading account; for a period of ninety (90) days and more, shall be classified by Demeterer as an Inactive Account ("Inactive Account") where the Customer has and continues to:
1. place a trade;
  2. open or close positions; and/or
  3. make a deposit into the Customers trading account;
- the account shall be classified by Demeterer as an Active Account ("Active Account").
- 16.3 The Client further acknowledges and confirms that such Inactive Accounts will be subject to a monthly charge of \$25 (or equivalent in other currencies), relating to the maintenance/administration of such Inactive Accounts.
- 16.4 The Customer further agrees that any Inactive Accounts, holding zero balance/equity, shall be turned to Dormant ("Dormant Account").

- 16.5 In cases where your account remains Inactive for a period exceeding 12 months, an Annual Inactivity Fee shall apply, which will be deducted at a rate of one-hundred US Dollars (\$100) or equivalent per quarter, minus any monthly inactivity fees already charged. The Annual Inactivity Fee may be charged by the Company at any point subsequent to the 12 - month period being exceeded and applies retroactively. This provision does not affect the provision of art.9.5.
- 16.6 For re-activation of Dormant Accounts, the Customer must contact Demeterer's Customer Support Department and inform them of the Customer's wish to reactivate the Dormant Account. The Customer's Dormant Account will then be reactivated (subject to, if required, up- to-date Know Your Customer documentation provided to Demeterer by Customer) and become an Active Account.

## **17. ELECTRONIC TRADING TERMS**

- 17.1 These clauses apply to your use of any Electronic Services.
- 17.2 You will be responsible for providing the System to enable you to use an Electronic Service. You will be responsible for all orders entered on your behalf via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.
- 17.3 Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to Demeterer 's website and/or trading platforms, unless agreed otherwise or stated on our website in order to place orders for any Financial Instrument available from Demeterer. Further, you will be able to trade on the Demeterer 's Trading Platforms with and through Demeterer with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, you understand that Demeterer can, at its absolute discretion, terminate your access to Demeterer 's systems in order to protect both the Company's and your interests and to ensure the systems' effectiveness and efficiency.
- 17.4 All references to Demeterer 's hours of trading are in Greenwich Mean Time ("GMT") using 24-hour format. Our Electronic Services will normally be available continuously from 21:00 GMT Sunday until 21:00 GMT Friday (winter time), every week, excluding public holidays where the Forex market does not operate and cases where the market is closed due to illiquidity in the financial instruments. Please consult our website for more details on operating times for each financial instrument. We reserve the right to suspend or modify the operating hours on our own discretion and on such event our website will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the websites operated by our company and to which you have trading rights are the applicable. We may change our security procedures at any time and we will inform you of any new procedures that apply to you as soon as possible.
- 17.5 You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.
- 17.6 In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- 17.7 When using an Electronic Service you must:
1. ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
  2. run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
  3. carry out virus checks on a regular basis;
  4. inform us immediately of any unauthorised access to an Electronic Service or any unauthorised Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and

5. not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.
- 17.8 In the event you become aware of a material defect, malfunction or virus in the System or in an Electronic Service, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.
- 17.9 All rights in patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the Electronic Services made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Electronic Services.
- 17.10 Client acknowledges that where the Company offers the opportunity to Clients to use third party services such as investment and financial analysis and/or research tools, webinars and other educational material, in any way they deem appropriate, you accept that we carry no responsibility and no liability as to the content provided by the third party nor as to the consequences of the use of the service and that the content has not been approved by us. Clients use any of the third party service and/or the information provided by third party services for marketing and/or otherwise, upon their sole discretion and responsibility, undertaking all liability deriving from the use of the third party service. To this extent, Clients are encouraged to seek advice and/or training prior to using the services or information provided by such third parties making sure they fully understand the financial instruments, technical terms and descriptions provided. Please note that neither we nor any of employees, affiliates, agents, partners and/or introducers, and/or service providers and Group companies provide any form of investment management, investment advice or recommendation.

## **18. MARGIN ARRANGEMENTS**

- 18.1 Where we effect or arrange a Transaction, you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of your position. You may be required to make further variable payments by way of margin against the purchase price of the investment, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of margin payment you will be required to make. We will monitor your margin requirements on a daily basis and we will inform you as soon as it is reasonably practicable of the amount of any margin payment required under this clause.
- 18.2 You agree to pay us on demand such sums by way of margin as are required from time to time as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under this Agreement.
- 18.3 Please note that in the event that you fail to meet a margin call, we may immediately close out the position.
- 18.4 Margin must be paid in cash in currency acceptable by us, as requested from time to time by the Company. Cash Margin paid to us is held as client money in accordance with the requirements of the Client Money Rules. Margin deposits shall be made by wire transfer, credit card, e-wallet or by such other means as The Company may direct.

- 18.5 If there is an Event of Default or this Agreement terminates, we shall set-off the balance of cash margin owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Clause 21 (Netting).
- 18.6 You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over and obtain legal title to the Secured Obligations.
- 18.7 You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the cash margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.
- 18.8 In addition and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Regulations, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligations.

## **19. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 19.1 Apart from other representations and warranties made by Client herein, the Client further represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:
1. if the Client a natural person, they are of sound mind, legal age and full legal capacity to enter into this Agreement;
  2. if the Client is a legal person:
    - a) it is duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which the Client constituted;
    - b) execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by the Client; and
    - c) each natural person executing and delivering this Agreement on the Client's behalf, entering Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by the Client and have been disclosed to us providing all the necessary information and/or documentation,
  3. The Customer has the full right, authority, consents and licenses to enter into, execute, and perform its obligations under the Agreement and such Transaction and to grant the security interests and powers referred to in this Agreement, and that no pending or threatened claim or litigation known to him/her would have a material adverse impact on its ability to perform as required by the Agreement;
  4. the persons entering into this Agreement and each Transaction on the Client's behalf have been duly authorised to do so and are disclosed to us giving details of the relationship with the Client by providing all necessary information and/or documentation;
  5. The Client is not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company or any affiliate thereof.
  6. this Agreement, each Transaction and the obligations created under them both are binding upon the Client and enforceable against the Client in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which the Client is bound;
  7. the Company has not solicited, or in any other way recommended the Client's participation in trading with the Company pursuant to any particular trading system, and that the Client has made inquiries and conducted research sufficient to make an informed investment decision.
  8. no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to you or any Credit Support Provider;

9. The Client acts for himself/herself and not as a representative or a trustee of any third person, unless the Customer produced, to the satisfaction of the Company and at its sole discretion, power of attorney enabling the Customer to act as representative or trustee of any third person and in case the Client wishes to open, either in the present time or in the future, more than one accounts with Demeterer either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required to immediately disclose to us that you are the beneficial owner of the account(s) during the account opening procedure and to provide us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s);
  10. any information which the Client provides or has provided to us in respect of his/her financial position, domicile or other matters is accurate and not misleading in any material respect;
  11. the Client has necessary and relevant experience and knowledge to deal with margin trading and Financial Instruments offered by Demeterer, and is aware of all the merits, risks and any restrictions associated with margin trading, Financial Instruments offered by Demeterer as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;
  12. The Client is willing and financially able to sustain a total loss of funds resulting from Transactions and trading in such Transactions is a suitable investment for the Client;
  13. Except as otherwise agreed by us, all funds the Client adds to her/his Trading Account with the Company or otherwise transfers under this Agreement are free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held;
  14. Except as otherwise agreed by us, the Client is the legal and sole beneficial owner of all funds the Client adds to her/his Trading Account with the Company or otherwise transfers under this Agreement and the funds deposited to the Account held with the Company are derived from legitimate sources. If the Company reasonably suspects that the Client is in breach of the above warranty, it may, without derogating from its other rights under the Agreement, to freeze the Account, either by prohibiting additional deposits, refunding the amount to the sender, declining Order and/or declining or delaying any withdrawal requests, terminating existing positions, reversing any Transaction performed in Client's Trading Account, terminating the Agreement and/or any other means it is allowed or required to take. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Customer may suffer as a result of such cases. Demeterer reserves the right to take any legal action against the Client to cover and indemnify itself upon such an event and may claim any damages caused to Demeterer by the Client as a result of such an event.
- 19.2 The Client covenants to us:
1. The Client will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this clause;
  2. the Client will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to the Client or any Credit Support Provider;
  3. The Client will use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to the Client or us;
  4. The Client will not use the Trading Platform and/or give an Order or enter into Transaction within the definition of any market abuse law or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of this Agreement and/or as unfair business conduct. The Client will ex. not send orders or otherwise take any action that could create a false impression of the demand or value for a financial instrument. Nor will the Client send orders which we have reason to believe are in breach of Applicable Regulations or by taking advantage of the account(s) the Client may maintain with us could be considered as system abusive orders; and

5. upon demand, the Client will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Regulations;
6. The Client is not a Domestic Prominent Influential Person or Foreign Prominent Public Official;
7. The Client will not commit any acts or display any conduct that damages the reputation of the Company.

## **20. EVENTS OF DEFAULT**

20.1 The following shall constitute Events of Default on the occurrence of which Demeterer shall be authorised to exercise its rights in accordance with the paragraph below:

1. you fail to make any payment when due under this Agreement or to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non- performance has been given by us to you;
2. you commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "Custodian") of you or any substantial part of your assets, or if you take any corporate action to authorise any of the foregoing, and in the case of a reorganisation, arrangement or composition, we do not consent to the proposals;
3. an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either:
  - a) has not been dismissed within five days of its institution or presentation; or
  - b) has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure;
4. you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you: or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible);
5. you or any Credit Support Provider (or any Custodian acting on behalf of either of you or a Credit Support Provider) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of a third party ("Credit Support Provider"), or of you, in favour of us supporting any of your obligations under this Agreement (each a "Credit Support Document");
6. any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
7. any Credit Support Provider fails, or you yourself fail to comply with or perform any agreement or obligation to be complied with or performed by you or it in accordance with



the applicable Credit Support Document;

8. any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless we have agreed in writing that this shall not be an Event of Default;
9. any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
10. any event referred to in Clauses 22.1 .par.2 to Clause 22.1.par.4 of this Clause 22 (Events of Default) occurs in respect of any Credit Support Provider;
11. Any situation where we consider it necessary or desirable for our own protection, or any action is taken or event occurs which we consider might have a material adverse effect upon, your ability to perform any of your obligations under this Agreement;
12. you fail or omit to disclose to us your capacity as the beneficial owner of more than one accounts you may maintain with us and/or your capacity to act as a money manager on behalf of any other client of us;
13. you take advantage of delays occurred in the prices and you place orders at outdated prices, you trade at off-market prices and/or outside trading hours, you manipulate the system to trade at prices not quoted to you by us and you perform any other action that constitutes improper trading; or
14. any event of default (however described) occurs in relation to you under any other agreement between us.

## **21. NETTING**

- 21.1 On the occurrence of an Event of Default, we may exercise our rights under this clause, except that in the case of the occurrence of any Event of Default specified in Clause 22.1.par.2 or Clause 22.1.par.3 of the definition of Events of Default (each a "Bankruptcy Default"), the automatic termination provision of this clause shall apply.
- 21.2 Subject to the following sub-clause, at any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the "Liquidation Date") for the termination and liquidation of Transactions in accordance with this clause.
- 21.3 The date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the provisions of the following sub-clause shall then apply.
- 21.4 Upon the occurrence of a Liquidation Date:
  1. neither of us shall be obliged to make any further payments or deliveries under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (as defined below);
  2. we shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency specified by us in writing or, failing any such specification, the lawful currency of the United States (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation); and
  3. we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "Liquidation Amount").

- 21.5 If the Liquidation Amount determined pursuant to this clause is a positive amount, you shall pay it to us and if it a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.
- 21.6 Where termination and liquidation occur in accordance with this clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other transactions entered into between us which are then outstanding.
- 21.7 The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under this clause (converted as required by applicable law into any other currency, any costs of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid such amount and bear interest, at the average rate at which overnight deposits in the currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonable rate as we may select) plus one 1% per annum for each day for which such amount remains unpaid.
- 21.8 For the purposes of any calculation hereunder, we may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.
- 21.9 Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.
- 21.10 Our rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).
- 21.11 This clause applies to each Transaction entered into or outstanding between us on or after the date this Agreement takes effect.

## **22. RIGHTS ON DEFAULT**

- 22.1 On an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights under the clause 23 (Netting) we shall be entitled to take the following actions, without prior notice to you:
1. instead of returning to your investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right; and/or
  2. to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by you hereunder; and/or
  3. to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or
  4. to cancel and/or consider void any Transactions and profits or losses either realized or unrealized and/or to close out the account(s) you maintain with us pursuant to this Agreement, immediately and without prior notice.

## **23. RIGHT TO CANCEL**

- 23.1 You have a right to cancel this Agreement within a period of seven days commencing on the date on which this Agreement is concluded or the date on which you receive this Agreement (whichever is later) (the "Cancellation Period").
- 23.2 Should you wish to cancel this Agreement within the Cancellation Period, you should send a notice electronically to the following email address: [support@swissco.com](mailto:support@swissco.com). Cancelling this Agreement within the Cancellation Period will not cancel any Transaction entered into by you during the Cancellation Period. If you fail to cancel this Agreement within the Cancellation Period you will be bound by its terms but you may terminate this Agreement in accordance with clause 26 (Termination without Default).

## **24. TERMINATION WITHOUT DEFAULT**

- 24.1 Unless required by Applicable Regulations, Client may terminate this Agreement (and the relationship between us) by giving ten [10] days written notice of termination and Demeterer may terminate this Agreement (and the relationship between us) with immediate effect according to article 1.4. In the event of termination, all Customer's open positions shall be closed by the date of termination without derogating all the provisions aforementioned therein, including charges, fees and penalties.
- 24.2 Upon terminating this Agreement
1. all amounts payable by you to us will become immediately due and payable including (but without limitation):
    - a) all outstanding fees, charges and commissions; and
    - b) any dealing expenses incurred by terminating this Agreement; and
    - c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
  2. Demeterer shall apply best execution rules in cases where you have not provided Demeterer with specific instructions regarding the closing of your positions.
  3. Return any funds remaining in your trading account to your bank account, specifically the account from which the funds were debited. Your funds may be returned to another bank account to which you are the beneficiary as long as you provide us with the required documents to verify that the account belongs to you.
- 24.3 Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

## **25. RECORDINGS, RECORD-KEEPING AND MONITORING OF COMMUNICATION**

- 25.1 We may record incoming and outgoing telephone calls and maintain a record of all e-mails sent by or to us or chats between you and us. Our Electronic Trading Service and our Partners' Electronic Trading Service generally contain a record of all Transactions and trades conducted over the Trading Platform.
- 25.2 We monitor your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which we monitor your communications.
- 25.3 Any telephone conversation between you and us may be recorded without using a warning tone. All instructions and requests received by telephone will be binding as if received in writing. Any recordings shall be and will remain our sole property and will be accepted by you as conclusive evidence of the instructions, requests or conversations so recorded.

- 25.4 Orders and instructions placed by the phone shall be recorded on durable mediums that allow them to be read throughout the retention period specified in the Applicable Regulations. Recordings will be the sole property of the Company.
- 25.5 The Client accepts that the Company has the right to use the Telephone Records as it deems necessary, including but not limited to instances when a dispute arises between the Client and the Firm, for investigation or any other legal or regulatory purposes including using such information to defend and or initiate any legal dispute.
- 25.6 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.
- 25.7 The Company may provide copies of such recordings of telephone calls to a Regulatory Authority and/or other Authority of a Competent Authority, without informing the Client. The Company shall have no obligation to provide any such copy to the Client.
- 25.8 You are obliged to keep any information with regard to your relationship with the Company confidential at all times.
- 25.9 Under Applicable AML Regulations, the Company will keep records containing Client's personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five (5) years after termination of this Agreement.
- 25.10 You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion. You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted. You can access your statements online at any time via our trading platform. You may request to receive your statement monthly or quarterly via email, by providing such a request to the support department.
- 25.11 You may request documents, communications and instructions that emanate from this Agreement be provided to you in a medium other than email. In such case the Company will provide the requested information in the durable medium of your choice.

## **26. EXCLUSIONS, LIMITATIONS AND INDEMNITY**

- 26.1 It shall be noted that Demeterer and any entity related to Demeterer, will perform Transactions in good faith and with proper due diligence but neither we nor our directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, willful default or fraud. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in this Agreement will limit our liability for death or personal injury resulting from our negligence.
- 26.2 Demeterer will not be held liable for any lost opportunities by you that have resulted in either losses or reduction (or increase) in the value of your Financial Instruments.
- 26.3 Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.
- 26.4 We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer

facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Regulations, which may not be excluded or restricted thereunder.

- 26.5 Demeterer makes every effort to ensure that the banks and institutions to which your funds and/or Financial Instruments are deposited are of good standing and reputation. However, Demeterer shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a bank or institution, or for an event such as a liquidation, receivership or any other event that causes the Bank or institution of a failure and therefore leads to a loss of all or part of the funds deposited.
- 26.6 Without prejudice to any other terms of this Agreement, Demeterer will not be liable for:
1. Systems errors (Demeterer's or service providers)
  2. Delays
  3. Viruses
  4. Unauthorized use
  5. For any act taken by or on the instruction of a Market, clearing house or regulatory body.
- 26.7 Demeterer will not be liable to you (in equity, contract or tort) for a representation that is not set out in this Agreement and that is not fraudulent.
- 26.8 You shall pay to us such sums as we may – require, on a full indemnity basis, for any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

## **27. CONFIDENTIALITY AND DATA PROTECTION**

- 27.1 By opening an Account with us and by placing Orders and entering into Transactions, you acknowledge that you will be providing personal information (possibly including sensitive data), within the meaning of POPIA, to us, and you consent to the processing of that information by us for the purposes of performing our obligations under this Agreement, administering the relationship between you and us, including the disclosure of the information to our Associates and as may be necessary for the pursuit of our legitimate interests including but not limited to statistical analysis and credit control. We may also use your information in order to provide, administer, tailor and improve the Services, our relationship with you and our business generally (including communicating with you and facilitating your use of the website and/or our telephone trading facilities); to carry out anti-money laundering and fraud prevention checks; to exercise and/or defend our legal rights; and to comply with all applicable rules and the requests of enforcement authorities in any jurisdiction.
- 27.2 You hereby expressly agree to us marketing our services to you, in accordance with applicable law, including without limitation by electronic communications such as email and text message. You authorize us to telephone or otherwise contact you at any reasonable time in order to discuss any aspect of our business or of our Associates' business. If you do not wish us or our Associates to so contact you for any direct marketing activities, you must inform us in writing.
- 27.3 You consent to our disclosing such information: a) where we are required to by law; b) to Associates; c) to the FSCA and other regulatory authorities upon their reasonable request; d) to introducing brokers with whom we have a mutual relationship; e) to such third parties as we deem reasonably necessary in order to prevent crime; and to such third parties as we see fit to assist us in enforcing our legal or contractual rights against you including but not limited to debt collection agencies and legal advisors.
- 27.4 You accept that your Personal Information may in appropriate circumstances reside

outside of South Africa, and you hereby consent to the transfer of your Personal Information

including special personal information as defined in POPIA, both manually and by electronic means, to a third party or Associates in a country or territory outside South Africa

- 27.5 You authorize us, or our agents acting on our behalf, to carry out such credit and identity checks as we may deem necessary or desirable, including requesting a reference from your bank from time to time and you agree to assist us, where necessary, in obtaining such a reference.
- 27.6 You acknowledge and agree that this may result in your personal information being sent to our agents, who may be within or outside South Africa. You agree that we will be permitted, if so required, to furnish relevant information concerning you or your account to any person who we believe to be seeking a reference or credit reference in good faith.
- 27.7 The Company shall provide the Client with the trading account number and login details to access the Trading Platform and begin trading. The Client shall be solely responsible for keeping all personal details and credentials provided by the Company to him safe and secure and take the necessary precautions to restrict access (either authorized or unauthorized) from third parties. The Client acknowledge that the responsibility of safeguarding his personal details lies solely with him and the Company shall not be held liable for: a) Any losses, expenses, costs or liability suffered and/or incurred by the Client as a result of unauthorized access to his personal details; b) Any losses, expenses, costs or liability suffered and/or incurred by the Client as a result of the authorized access to his personal details.
- 27.8 The Client undertakes to notify the Company immediately if it comes to his attention that his trading account is being used unauthorized by a third party.

## **28. GOVERNING LAW AND JURISDICTION**

- 28.1 The Agreement shall be governed and construed solely by the laws of South Africa, without reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties or other international laws. In case of any dispute, claim, controversy or action arising out of or related to (a) the Agreement or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your Account, the Services, operations of the trading platform, or (c) your access to or use of the Services at any time, the party's consent to the personal and exclusive jurisdiction of the courts of South Africa. With respect to any proceedings, the Customer irrevocably:
- a) agrees that the courts of South Africa shall have exclusive jurisdiction to determine any proceedings,
  - b) submits to the jurisdiction of South African courts,
  - c) waives any objection which the Customer may have at any time to the bringing of any proceedings in any such court, including under the doctrine of forum non convenes or other similar doctrines.

## **29. COMPLAINTS PROCEDURE**

- 29.1 The Company has established, maintains and follows the internal complaint resolution system and procedures for the resolution of complaints.
- 29.2 All complaints or grievances must be in writing and shall be addressed to our Customer Support or Compliance Department. Please contact us if you would like further details regarding our complaint's procedures. You may find the complaints' form by visiting the following link: <https://www.swissco.com/regulation/>.
- 29.3 The Company will treat each complain with reasonable care and reach a fair outcome. Upon, receiving the complaint we will inform you within five (5) business days that we had received the complaint and provide you with a unique reference number, which shall correspond solely to your complaint and it must be used throughout your correspondence with the Company regarding the specific matter and/or complaint.
- 29.4 If the Company does not manage to conclude its investigation and/or respond to you within two (2) months from the date of receipt of the complaint, the Company shall send a written



notice explaining the reasons for not reaching a decision and/or concluding the investigation yet, as well as indicate the period of time within it shall be able to complete the investigation.

### **30. NOTICES AND COMMUNICATION**

- 30.1 We may give notice to you and communicate with you under the terms of the Agreement using your contact details and communicate via:
- a) In person;
  - b) trading Platform internal mail;
  - c) Email, telephone, SMS text, live chat;
  - d) post; or
  - e) information published on the website; it shall constitute “Written Notice” for the purposes of the Agreement. In the event of any conflict between the terms of this Agreement and our website this Agreement will prevail.
- 30.2 Any such Written Notice will be deemed to have been served:
- a) If sent by email, within one hour after emailing it, provided we do not receive a delivery failure notification. If sent by SMS text or live chat, immediately after sending it;
  - b) if sent by the Trading Platform internal mail, immediately after sending it;
  - c) if sent by post, seven calendar days after posting it;
  - d) if posted on the website, within one hour after it has been posted.
- 30.3 You must notify us immediately of any change to your contact details.
- 30.4 All notices, instructions and other communications to be given by you under this Agreement shall be given to us in writing in electronic form at the email address below: support@swissco.com. You may communicate with us in writing (including, by email or other electronic means, or orally (including by telephone).

### **31. MISCELLANEOUS**

- 31.1 The Customer accepts and understands that the official language of the Company is the English language. The original language of this Agreement is English. Company may make available translations for convenience. In case of conflicts between the original English version and any translation, the English version shall prevail. The Company will communicate with you in English for the duration of this Agreement. However, where possible, the Company will communicate with you in other languages in addition to English.
- 31.2 Subject to Applicable Regulations, any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing (this does not apply to changes of this agreement and its addendums). Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the orders or instructions given.
- 31.3 You understand, acknowledge and agree that we may amend or change the terms of this Agreement at any time. We will provide notice to you of any such amendment or change by posting the amendment or change on our website or in case of any material change, by sending an e-mail message to Customer at least 7 days before it takes effect. You agree to be bound by the terms of such amendment or change on posting the amendment or change on our website or the date specified in the email. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen. In the event that you object to any such change or amendment, you agree to liquidate your open positions and instruct us in writing regarding the disposition of all assets in your Account within seven (7) business days after notice of the amendment or change has been posted on our website or otherwise notified to you. Upon expiry of the abovementioned deadline without you having raised any objection, it shall be considered that you consent and/or accept the content of the amendment.

- 31.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void. You agree that we may without further notice to you and subject to Applicable Regulations, transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests under this Agreement to any person who may enter into a contract with us in connection with such transfer and you agree that we may transfer to such person all information which we hold about you.
- 31.5 Time is of the essence with respect to performance of all your obligations under this Agreement (including any Transaction).
- 31.6 Our rights and remedies under this Agreement will be cumulative and not exclusive of those provided by law. Our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.
- 31.7 Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof.

### **32. FATCA**

For purposes of this clause "US Reportable Persons" as defined in the Foreign Account Tax Compliance Act of the United States, means: a) a US citizen (including dual citizen); b) a US resident alien for tax purposes; c) a domestic partnership; d) a domestic corporation; e) any estate other than a foreign estate; f) any trust if:  
a court within the United States is able to exercise primary supervision over the administration of the trust one or more United States persons have the authority to control all substantial decisions of the trust and any other person that is not a foreign person.

I have read and understood the declaration of the US reportable persons as stated above. I do not fall under the definition of a U.S. reportable person.

### **Interest Policy**

I acknowledge and confirm that no interest will be received on the balance of my account. Trading in CFDs involves significant risk to your invested capital.