



CLIENT AGREEMENT

BETWEEN

GLOBEX 360 PROPRIETARY LIMITED

And

[Insert name of Client]

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings and cognate expressions shall have corresponding meanings:

1.1.1 "**Applicable law**" means the FAIS Act, the FMA, the FIA, FICA, and any other rules of a relevant regulatory authority or any other applicable laws of a relevant market, and all other applicable laws, rules and regulations as in force from time to time.

1.1.2 "**Back Office**" means a Client's "working place" on the official website of the Company which is able to access on completion of the registration process;

1.1.3 "**Business day**" means a day (other than a Saturday or Sunday) on which banks generally are open for business in South Africa;

1.1.4 "**CFD**" means a contract for differences;

1.1.5 "**Client**" means a Person that has been registered as a customer of the Company through the Back Office and who becomes a party to this Agreement.

1.1.6 "**Company's official website**" means the website located at: <http://globex360.co.za>;

1.1.7 "**FAIS Act**" means the Financial Advisory and Intermediary Services Act 37 of 2002, as amended;

1.1.8 "**FIA**" means the Financial Institutions (Protection of Funds) Act 28 of 2001, as amended;

1.1.9 "**FICA**" means the Financial Intelligence Centre Act 37 of 2001;

1.1.10 "**Financial Instrument**" means a currency pair, precious metal traded on the spot market or any other contract;

- 1.1.11 **"FMA" means** Financial Markets Act 19 of 2012;
- 1.1.12 **"Margin"** means the initial margin or variation margin required to be posted by the Client as security required to be able to do leveraged trades;
- 1.1.13 **Margin Call** means a demand for such cash amounts or other assets by way of Margin as the Company may require for the purpose of protecting itself against loss or risk of loss on present, future or contemplated Transactions under this Agreement;
- 1.1.14 **"Party/ies"** means the Company and/ the Client, as the context requires;
- 1.1.15 **"Platform Provider"** means Meta space Trader 4 Trading Platform;
- 1.1.16 **"Products"** means Contract for Differences in forex;
- 1.1.17 **"Services"** means the Services to be provided by the Company to the Client in terms of clause 6.

2 INFORMATION ABOUT US

- 2.1 The Company is authorised and regulated by the FSCA with FSP number 50130 an Authorised Financial Services Provider holding the following FAIS licences:

Category Description	Advice Automated	Advice Non-automated	Intermediary Scripted	Intermediary Other
CATEGORY I				
Shares		X		X
Money market instruments		X		X
Debentures and securitised debt		X		X
Warrants, certificates and other instruments		X		X
Bonds		X		X
Derivative instruments		X		X
Participatory interests in a collective investment scheme		X		X
Long-term Deposits				X
Short-term Deposits				X

- 2.2 We will deal with you as principal unless we inform you that we are dealing with you as agent generally or with respect to any transactions.
- 2.3 You will enter into transactions with us as principal unless otherwise agreed in writing by us.
- 2.4 The following third parties are relevant to the Services provided to you:

	Applicable Y/N	Details
Forex Advisor/ Broker		
Other Forex Intermediary		
Service Required P		
Advice		
Self Directed forex Account		

3 DURATION

- 3.1 This Agreement is effective as from the time the Conditions Precedent have been fulfilled until is terminated as provided for under this Agreement. A Party may terminate this Agreement by giving written notice to the other Party in the manner provided for in this Agreement provided that such termination will not :
 - 3.1.1 affect the rights or the obligations of the Parties in terms of this Agreement for whatever reason or are in existence at the date of such notice or at the date of the termination of this Agreement; or

3.1.2

entitle the Client to claim or withdraw from the account referred to any money held to secure the obligations of the Client until such obligations have been fulfilled.

4 CONDITIONS PRECEDENT

- 4.1 This Agreement will be of no force and effect until the Client has been registered on the Platform and if the applicable has paid any amount required in terms of this Agreement.

5 APPOINTMENT

- 5.1 The Client/ "you" appoints the Company "Us" and the Company accepts the appointment to trade in the Products without discretion and only in response to an order from the Client or, if required to do so, in terms of the provisions of this Agreement.

- 5.2 In utilising the Services the Client will nominate, appoint and mandate certain individuals ("**users**") to act on its behalf .In order for the Users to access the Services the Users will be given a code unique to each User ("**Access Code**"). As such, any action or omissions by the User in respect of the Services shall be deemed to be authorised by the Client and shall be binding on the Client.

- 5.3 The Client undertakes not to disclose any confidential information so received from the Company and shall assume all risk for loss the Client may sustain in connection with access to such information by third parties including access to the Access Code.

- 5.4 Subject to the terms and conditions of this Agreement and acceptance of your application to open an account with us, we will maintain one or more accounts in your name and we will provide execution only Services in respect of the Products.

- 5.5 Schedule A sets out our risk notice in compliance with Applicable Law. If there is anything you do not understand it is recommended that you seek specialist independent financial and or legal advice, in particular, regarding the suitability of complex financial instruments trading.

- 5.6 We deal with you on an execution only basis and will not make personal recommendations or advice on the merits or suitability of purchasing, selling or otherwise dealing in particular Investments, their legal, tax or accounting or the composition of any account or any other rights or obligations attaching to any such investments.

5.7 The Company will not render any advisory services as defined in the FAIS Act in respect of your dealings on the Platform. Where we do provide general trading information, market commentary or other information:

5.7.1 this is incidental to your dealing relationship with us;

5.7.2 it is provided solely to enable you to make your own investment decisions and does not amount to a personal recommendation or to advice;

5.7.3 we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax, or accountancy consequences of any such transactions.

5.8 If you were referred to the Company by any other financial advisor or referrer ("**Business Referrer**") you acknowledge and agree that :

5.8.1 you authorised the Business Referrer to introduce you to the Company and the Company assumes no responsibility whatsoever for the terms of any agreement between you and Business Referrer;

5.8.2 a portion of the charges or Commission paid by you to us may be given to the Business Referrer which may increase the overall cost of services to you and that you can contact the Business Referrer for further information in this respect ;

5.8.3 any advice given to you regarding your Account by the Business Referrer is not given by or on behalf of the Company and the Company assumes no responsibility whatsoever for any such advice.

6 SERVICES

6.1 The services offered by the Company shall be any software products or services enabling the Client:

6.1.1 to monitor the current condition of financial markets;

- 6.1.2 to open a trading account and perform trading operations;
- 6.1.3 to deposit and withdraw money to/from the Client's account and to do transfers between Client's accounts;
- 6.1.4 to trade in such financial instruments that are mentioned in the contract specifications for the selected type of account;
- 6.1.5 to contact the Company for information related to the Client's trading account and Company services.
- 6.2 The list of financial instruments traded, and trading terms and conditions can be found on the Company's official website.
- 6.3 No actual currency supply is made within the framework of trading operations. Once the position is closed, the earnings shall be credited to, or loss debited from, the trading balance of the Client's account.
- 6.4 The Company shall execute the Client's trading orders only. The Company and its employees shall not offer client asset management services nor do they provide recommendations and advice regarding trading orders.
- 6.5 The Company may at its own discretion give such recommendations and advice, however, should the Client decide to use such recommendations and advice for trading purposes, any financial loss he may sustain in connection with such a decision shall be Client's responsibility.
- 6.6 The Client may at his own discretion use any information or recommendations regarding trading operations received from a third party, including Company introducing brokers. The Client shall be exclusively liable for any possible financial losses suffered as a result of use of such information and/or recommendations.
- 6.7 The Company reserves the right to change, reduce, add or amend the services of the Company by giving a prior notice to the Client.

7 **ACCOUNT OPENING PROCEDURE**

7.1 To be able to access the Platform, the Client has to follow the on-line access procedures provided in Schedule B.

8 **ORDER EXECUTION POLICY**

8.1 Your orders will be handled in accordance with our Order Execution Policy which is attached hereto as Schedule C.

8.2 **COMMISSIONS AND OTHER CHARGES**

8.2.1 The following charges shall be applicable in respect of Transactions executed on your Account:

8.2.1.1 spread(s);

8.2.1.2 swap(s); and

8.2.1.3 commission, where your Account was introduced to us by a Business Referrer.

8.2.2 No commission is charged for Cent, Mini, Standard accounts. The only Client's expenses are spreads and swaps.

8.2.3 In the case of ECN Zero accounts, apart from spreads and swaps, the Client shall be charged a commission on the traded volume in the amount specified in the Trading Terms.

9 **FORCE MAJEURE**

9.1 The Company shall not be responsible for complete or partial financial loss sustained by the Client, if such loss has resulted due to any force majeure event.

9.2 The Parties shall not be in breach of this Agreement to the extent that the performance of their respective obligations under the Agreement has been prevented by an event of force

majeure arising after the conclusion of this Agreement. Force majeure events shall include: acts of God, fires, technological accident, disasters, epidemics effecting market conditions, accidents occurred at engineering and communication buildings, mass unrest, military actions, strikes, lockouts, riots, terrorist attacks, ddos-attacks, regulatory sanctions preventing due performance of the Agreement. For the purpose of this Agreement, force majeure events shall also include: market suspension, closure or liquidation; or Company's inability to quote due to lack of event on the basis of which Company's quotations are made; or trade restrictions or unusual trading conditions in any marker or in relation to any of these.

9.3 The events referred to in clause 9.2 above are not exhaustive. The Parties shall not be in breach of the Agreement should other force majeure events occur.

9.4 Where a force majeure event takes place, the time for the performance of the obligations under this Agreement shall be postponed for a period equal to that during which the force majeure event continues to be in force, and no loss shall be recovered.

9.5 Where a force majeure event occurs, the Company reserves the right, without prior notice, to:

9.5.1 change trading and non-trading conditions and requirements;

9.5.2 close any or all Client's open positions at such price that the Company shall consider fair under current market conditions;

9.5.3 suspend performance under, or modify one or more clauses of, this Agreement for as long as the force majeure events continue to be in force;

9.5.4 take (or not to take) other actions in relation to the Client if considered necessary by the Company.

9.6 For the purpose of this Agreement, the Company shall not be liable or responsible for any illegal actions taken against the Company, its employees and/or its property, including hacker attacks and other unlawful actions.

9.7 A Party whose ability to perform or duly perform under this Agreement has been affected by

force majeure events must, within 7 calendar days following the occurrence of such events, inform the other Party to this effect, failing which the affected Party shall not be entitled to refer to such events as discharging from liability.

9.8 Where the Company's performance under this Agreement has been affected by force majeure events, the duration of which exceeds 30 calendar days, the Company shall be entitled to terminate performance of its obligations and display a relevant notice on its official website.

9.9 The Client accepts that force majeure events may cause a delay in the execution of a deposit and/or withdrawal transaction in his account. Where a force majeure event occurs, the Company undertakes to credit the Client's account as soon as it becomes possible.

10 COMMUNICATION

10.1 The Company's opening hours are 24 hours a day from 00:00 hrs. Monday to 23:59 hrs. Friday server time. The opening hours means a period during which Clients' trading operations are processed by the Company. Certain departments in the Company may have different opening hours. More information on opening hours can be found on the Company's official website.

10.2 International holidays that may affect the operation of financial markets and the trade in certain financial instruments make an exception.

10.3 To contact the Client the Company may use any of the following methods:

10.3.1 trading platform internal email;

10.3.2 email;

10.3.3 telephone;

10.3.4 post;

10.3.5 website of the Company.

10.4 Any communication shall be considered received by the Client:

10.4.1 in one hour after being sent to the Client's email address;

- 10.4.2 immediately, if sent via trading platform internal mail;
- 10.4.3 immediately after the telephone conversation;
- 10.4.4 if a 7 days period have elapsed after being sent by post;
- 10.4.5 immediately after being displayed on the Company's official website.
- 10.5 To communicate with the Client the Company shall use only those contact details that the Client submitted on registration or amended thereafter, as the case may be.
- 10.6 The correspondence and information sent by the Company to the Client shall be considered duly delivered if sent to the Client's contact details last known to the Company, in which case the Client may not refer to their invalidity unless the contact details have been duly amended. The Client accepts that the Company may delete messages not received by the Client via trading platform internal email after 7 calendar days from the moment of their dispatch.
- 10.7 The Client accepts that the Company may record all verbal and telephone conversations with the client. Such records shall belong to the Company and may be used to prove that the communication between the Parties has indeed taken place.

11 INDEMNITY

- 11.1 The Client hereby indemnifies the Company against any and all claims, loss, demands, liability, costs and expenses of whatsoever nature and howsoever caused and arising, which may at any time be made against the Company by any person or which the Company may sustain or incur arising directly or indirectly out of or in consequence of any Instructions or the Services, other than such claims,
- 11.2 loss, demands, liability, costs and expenses arising as a direct result of the Company's gross negligence, wilful misrepresentation.

12 SETTLEMENT OF DISPUTES

- 12.1 All claims arising under this Agreement relating to the trading operations withdrawals or claims or complaints by the clients shall be dealt with in terms of the Company's complaints resolution procedure ("**Complaints Procedure**") which is available on

the Company's website.

12.2 The Parties will endeavour to resolve any dispute arising from this Agreement amicably. The Company will investigate the cause of the dispute with a view to resolve it as soon as it is practically possible given the nature of the dispute and the availability of information, capacity and documents and in any event in terms of the Complaints Procedure.

12.3 Failing amicable resolution, the dispute will be referred to and resolved by arbitration. The arbitration will be conducted in terms of the commercial rules of the Arbitration Foundation of Southern Africa ("**AFSA**"). The seat of arbitration will be Sandton. The arbitration will be conducted in English. The Parties to the dispute will agree on an arbitrator which will be a practicing or non practicing lawyer with at least 15 years experience in legal work relating to the financial markets, securities trading, derivative instruments and derivative contracts. If the parties cannot agree on an arbitrator, the arbitrator will be appointed by the Registrar of AFSA.

13 **VARIATION**

13.1 No addition or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by both Parties and their duly authorised representatives or accepted electronically on the Platform.

13.2 The Company may make unilateral changes to this Agreement by giving the Client five days written notice.

14 The Client may update his or her contact details by completing the required fields on the Platforms.

15 **GOVERNING LAW AND JURISDICTION**

15.1 The Parties recognize the Republic of South Africa as an execution venue for this Agreement.

15.2 This Agreement shall be governed by the laws of South Africa.

15.3 The Client shall pay all taxes he may be obliged to pay under the laws of his

country of residence.

- 15.4 South Africa courts shall have exclusive jurisdiction in respect of this Agreement.
- 15.5 Where a dispute requires a resolution in a court of law, the Parties agree that the state of South Africa shall be the only dispute resolution venue and the Parties shall submit to the exclusive jurisdiction of South Africa courts.
- 15.6 The Client shall be fully responsible for any illegal or unlawful operation performed in his permanent country of residence.

16 TERMINATION OF AGREEMENT

- 16.1 The Company shall have the right to terminate the Agreement in any of the following circumstances:
 - 16.1.1 if the Client is in breach of any of the terms and conditions of the Agreement and/or attachments thereto;
 - 16.1.2 where termination of the Agreement is required by a court order;
 - 16.1.3 where Client's accounts have not been used for designated purposes (e.g., for the purpose of currency conversion);
 - 16.1.4 where the Client is believed to be carrying criminal or suspicious operations (e.g. money laundering).
- 16.2 The Company may terminate the Agreement on a two business days' notice sent to the Client by e-mail.
- 16.3 If on termination any Client's account has a positive balance, the available balance will be remitted to the Client within 10 working days as long as all open positions have been closed at a current market price and no new positions are opened; on termination of the Agreement access to the Client's Back Office shall be blocked.
- 16.4 The Client may terminate this Agreement by withdrawing all funds from all his accounts and notifying the Company about his intention to close the accounts by e-mail being sent to finance@globex360.co.za
- 16.5 In the event of Client's death, the right to withdraw funds from the Client's account

shall be transferred to his successors on the basis of the Client's will or any other document confirming the succession rights. The right to use the Client's account and to perform trading operations shall not be passed on Client's successor