



**FINANCIX**  
THE INVESTORS' ADVANTAGE

# Terms and Conditions – Client Agreement

Version 1.0

Last Update: July 1st 2024

## Introduction and general disclosure

**The English version of these Terms and Conditions (also referred to as the “Agreement”) is entered into between:**

Sanus Financial Services (Proprietary) Limited (hereinafter referred to as “Sanus”, “us”) is a private company duly incorporated and registered (with registration number 2020/659426/07) in South Africa. Our registered office is 17 Midas Avenue, Olympus, Pretoria, Gauteng, 0081 South Africa and we are authorized as a financial services provider, and regulated by, the Financial Sector Conduct Authority (“FSCA”), with FSP number 51523. This license can be checked through the FSCA register by visiting the FSCA’s website [https://www.fsca.co.za/Fais/Search\\_FSP.htm](https://www.fsca.co.za/Fais/Search_FSP.htm) or by contacting the Financial Sector Conduct Authority at 41 Matroosberg Road, Ashlea Gardens, Pretoria, 0002 South Africa, Telephone: +27 12 428 8000; and

You (the “Client”, “you”, “your”), who has successfully completed the application and registration to open a Trading Account with us via our Website <https://www.financix.com/>. This Agreement comprises the primary legal agreement between you and us for the Services we provide to you as described herein.

We do not offer investment advice, portfolio management advice, legal advice, tax advice or any other advice to any Client. Where we issue technical or other market analysis, this analysis is not directed and does not have regard to the investment objectives or specific circumstances as any form of investment advice or recommendation.

**We offer our services through Electronic Trading Platforms. We owe a duty of best execution in the Execution Policy. You trade with us as your counterparty. We are the principal to your transactions and not as agent on your behalf or in any other capacity, as is further explained in the Execution Policy. We disclose any conflicts of interest that may arise, as well as how we manage such conflicts and best execution in our Conflicts of Interest Policy.**

In promoting and marketing our services, we may engage affiliates or introducing brokers. The activities of such affiliates and introducing brokers are solely to introduce you as a potential client to us. They are not permitted to offer any form of investment advice, legal advice, inducements, recommendation or portfolio management to you, or to handle any of our funds.

We reserve the right and are entitled at any time, in our sole and unfettered discretion, to restrict jurisdiction and consider any jurisdictions as banned countries in terms of engagement with actual or prospective clients.

## Acknowledgement

This Agreement is entered between you and us, electronically.

We have made available to you our Risk Disclosure in [Financix Risk Disclosure](#). By entering into this Agreement, you acknowledge, agree and accept that you have read and understood these risks related to Contracts for Difference. You can never lose more than the funds deposited in your Trading Account with us, but you run the risk of potentially losing all such funds and any accumulated profits from trading with us. For all enquiries and other clarifications, you may require in relation to this Agreement and the services we provide, please contact our Client support department on our “contact us” webpage or *via* Live Chat.

This Agreement has full legal effect, as if it was personally signed by you.

## 1. Definitions and interpretation

1.1 This Agreement, which also includes and incorporates herein by reference: (i) the Schedules, which you may request from us from time to time; and (ii) the Policies, sets out the terms on which we are willing to act as an intermediary for you.

This Agreement supersedes any previous agreements (or *Terms and Conditions of Trading* or similar) between you and us in respect of the same, or similar, subject matter.

This Agreement shall apply to all transactions contemplated under this Agreement, provided that, in the event of a conflict between this Agreement and any other specific agreement between you and us that may govern any specific transaction made between you and us, such other specific agreement shall prevail but only in relation to such specific transaction.

1.2. In this Agreement, unless the context requires otherwise:

- a) references to “**we**”, “**us**”, “**our**” and similar expressions are references to Sanus and/or where the context so admit any relevant associated company;
- b) references to “**you**”, “**your**”, “**yours**” and similar expressions are references to the Client;
- c) words denoting the singular shall include the plural and *vice versa*;
- d) references to “**persons**” will include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium partnership (whether or not having separate legal personality)
- e) any reference to an enactment, statutory provision, rule or regulation is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- f) References to “**writing**” will include the transmission of text electronically;
- g) where general words are followed by the expression “**including**”, “**for example**” or “**such as**” and specific examples are given the interpretation of the general words will not be limited to the examples given;
- h) this Agreement, inclusive of any present or future amendments or Schedules thereto; and all Policies, are constructed in the English language. In case of differences between this document and any translation of it, the English version will prevail at all times; and
- i) headings are for convenience only and will not affect the interpretation of this Agreement.

**In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the following meaning:**

“**Account**” (or “**Trading Account**”) means the trading account or accounts you hold with us for the purposes of trading Financial Instruments through any Electronic Trading Platform and designated with a particular account number specific to you as our Client;

“**Applicable Laws and Regulations**” means the following, as may be amended from time to time:

- a) all applicable laws of South Africa, including but not limited to FAIS;
- b) any regulations, rules, board notices, codes of good practice or similar issued by the FSCA or its successor;
- c) the rules of any regulatory authority that has jurisdiction over Sanus; AND
- d) the laws and rules of any applicable jurisdiction and/or underlying market;

“**Ask Price**” means, in the two-way Price we offer for each CFD, the HIGHER PRICE at which you, as a Client, may “buy” the CFD; and with the lower Price being the “**Bid Price**”, as described *below*;

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**“Authorized Person”** means another individual, who you may authorize to trade on your Account, and which relationship is documented through a Power of Attorney (a copy of which is held by the Company) and in accordance with clause 9 *below*;

**“Balance”** means the funds in a Trading Account that are available for withdrawal;

**“Base Currency”** means the first currency represented in a currency pair, for example in the EUR-USD currency pair, the base currency is EUR;

**“Bid Price”** means in the two-way price we offer for each CFD, the LOWER PRICE at which you, as a Client, may “sell” the CFD, the higher Price being the **“Ask Price”**, as described *above*;

**“Business Day”** means any day that is not a Saturday, Sunday or public holiday in Cyprus;

**“Business Hours”** means, on a Business Day, 09h00-17h00 Eastern European Time;

**“CFDs”** or **“Contracts for Difference”** are derivatives, whose value depends on an underlying instrument, where the underlying instrument may be foreign exchange or any Financial Instruments; a full list of Financial Instruments is available online at <https://www.financix.com/trading/trading-instruments/>;

**“Contracts for Difference”** means CFDs;

**“Corporate Action”** means the occurrence of any of the following (without limitation) in relation to the issuer of any relevant underlying Financial Instrument:

- a) any rights, scrip, bonus, capitalization or other issue or offer of the Financial Instrument (such as shares) of whatsoever nature or the issue of any warrants, options or giving the rights to subscribe for the Financial Instrument;
- b) Stock splits and reverse splits;
- c) acquisition or cancellation by the issuer of a Financial Instrument issued by it;
- d) reduction, subdivision, consolidation or reclassification of the Financial Instrument;
- e) any distribution of cash (including dividends or coupons) to the holders of the Financial Instrument;
- f) a take-over or merger offer;
- g) amalgamation or reconstruction affecting the Financial Instruments concerned; and
- h) any other event which has a diluting or concentrating effect on the market value of the underlying Financial instrument;

**“Declared Price”** means the price that the Client requested for either an instant execution or Pending Order;

**“Electronic Service”** means a service provided by us, for example, an Internet trading service offering Client access to information and trading facilities, via an internet service and/or electronic order routing system;

**“Electronic Trading Platform”** means electronic or mobile trading platform which we make available to you for the purposes of effecting Transactions with us through our Website <http://www.financix.com> and includes at the date hereof the Financix trading Platform, Financix Mobile trader, the MT4 Trading Platform and the Sirix Web trader;

**“Equity”** means the Balance of your Account with us, as adjusted by the addition or any unrealized profit and loss resulting from you opening positions under your Transactions with us;

**“Exchange”** means any exchange, regulated market, multilateral trading facility, trading system or association of dealers in any part of the world (and included their successor bodies) on or through which Financial Instruments or assets underlying, derived from or otherwise related directly or indirectly to Financial Instruments are bought and sold;

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**“FAIS”** means the Financial Advisory and Intermediary Services Act, Act 37 of 2002, inclusive of any Regulations and Codes issued thereunder, as amended from time to time;

**“Financial Instrument”** means any financial instrument, including stock, Share, Bond, Exchange traded fund, indices with respect to any other underlying instruments or stock markers (including volatility indices), Futures contracts, forwards, options, commodities, exchange rates, interest rates or any other financial instrument including Bitcoins, which we may offer, or be authorized to deal in from time to time;

**“First Degree Relative”** means your spouse, child, parent, or sibling;

**“Force Majeure Event”** means any event or circumstance outside of the control of Sanus, including by not limited to:

- a) natural disasters including floods, earthquakes, hurricanes, fires;
- b) war riots, acts of terrorism, turmoil or civil unrest or major upheaval;
- c) changes to the Applicable Laws and Regulations or other acts or regulations of any governmental, semi-governmental or supernatural organization which effect the ordinary functioning of Sanus;
- d) technological disasters, including any circumstances which have material adverse effects on servers, systems or technology used by Sanus and which are outside the reasonable control of Sanus, including failures of power supply or internet providers or any other breakdown or failure in communications or equipment used by Sanus in the ordinary course of their business;
- e) failure of any broker, intermediary, custodian, execution venue, liquidity provider, price feed provider, Exchange or clearing house;
- f) any event affecting the orderly functioning of the financial markets, suspension or closure of any market or Exchange, temporary suspension or halt in the dissemination of process in Financial Instruments by an Exchange or liquidity provider, errors in the prices appearing on trading systems in relevant Exchanges, unavailability or failure of any event or reference point on which we base any quotes; and
- g) any other event or circumstances which is outside our control, but which results in our failure to perform our obligations under this Agreement;

**“Free Margin”** means the funds available for opening new positions with us, calculated as Equity *minus* Margin (Free margin = Equity - Margin);

**“FSCA”** means the Financial Sector Conduct Authority;

**“Futures”** means a futures contract which gives the buyer the obligation to purchase a specific asset, and the seller to sell and deliver that asset at a specific future date, unless such contract is terminated prior to such date for any reason;

**“Good Till Cancelled”** means a Pending Order for which the Client did not specify any expiry date and time and such Order shall remain valid for an indefinite period of time until fully or partially executed; or cancelled;

**“Group”** means Etilep Limited, incorporated with registration No. HE 045229, including: (i) its subsidiaries and affiliates; (ii) us; and (iii) any successors in title and assigns;

**“Instant Execution Order”** means an Order that is executed at the price that appears on the screen at the time that the Client sends the instruction for trading through the Electronic Trading Platform (Sanus Metatrader4);

**“Introducer”** means any legal or natural person through whom you are introduced to us, and who is properly authorized by us to provide such introductory services to us, including introducing brokers (if any);

**“Leverage”** is the practice of using Margin in order to increase the potential return of an investment which also symmetrically increase a potential loss. Trading on leveraged capital means that you can trade in amounts significantly higher than the funds you invest, which only serves as the margin. Leverage is commonly expressed as a ratio which describes an order of magnification of your potential profits or losses in comparison with the profits or losses that you would have incurred if you traded solely with your invested capital;

**“Liquidity Provider”** means Regulated firm offering pricing and execution venue of financial products;

**“Long Position”** means where you purchase and possess (hold) a Financial Instrument or CFD;

**“Lot”** means an Order that is executed at the price that appears on the screen at the time that the Client sends the instruction for trading through an Electronic Trading Platform (Sanus Metatrader4);

**“Margin”** means the funds required for maintaining your positions under all your Transactions collectively, at the relevant point in time;

**“Margin Stop out Level”** means the level at which we will proceed to automatically liquidate your Open Positions on your Trading Account with us;

**“Margin Level”** means the ratio of Equity to Margin (Equity/Margin);

**“Market”** means a market which we, from time to time, make available for trading in CFDs;

**“Market Maker”** means the entity which provides both Ask Prices and Bid Prices in a CFD or any Financial Instrument;

**“Order”**, including **“Orders”**, means an Instruction, order, communication request, notice or demand received by us from you including when transmitted via an Electronic Service to an Electronic Trading Platform that we make available to you;

**“Open Position”** means any position that has not been closed, *for example* an open long position not covered by the opposite short position and *vice versa*;

**“OTC”** means Over the Counter or off-Exchange trading;

**“Pending Order”** means a

- a) **Buy Limit**;
- b) **Sell Limit**;
- c) **Buy Stop**; or
- d) **Sell Stop**,

as defined and set out in clause 10.7 *below*;

**“Personal Data”** means

- a) “personal information”, as defined in POPIA; or

**“Politically Exposed Persons”** or **“PEPs”** are the natural persons who are or have been entrusted with prominent public functions and immediate family members, or persons known to be close associates, of such persons within 18 (eighteen) months prior to the date of opening of the relevant Account or the date of a Transaction to which any such person is a party, as further defined in Applicable Laws and Regulations;

**“Policies”** means

- a) Conflicts of Interest Policy

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- b) Execution Policy;
- c) Client Categorisation;
- d) Complaints Handling Policy;
- e) Leverage Policy;
- f) Risk Disclosure; and
- g) such additional policies as may be published by us from time to time on the Website;

**“POPIA”** means the Protection of Personal Information Act, Act No. 4 of 2013;

**“Prices”** or **“Quotes”** means our quoted Bid Prices and Ask Prices, as the context requires, at which we are willing to deal in CFDs, as these may be amended by us from time to time at our discretion;

**“Professional Client”** has the meaning ascribed thereto *herein*;

**“Retail Client”** means has the meaning ascribed thereto *herein*;

**“Schedules”** means the schedules hereto, as amended from time to time and any other schedules for the provision of certain Services;

**“Services”** means:

- a) the reception, transmission and execution of your Orders in CFDs;
- b) our principal trading as your counterparty for all the Orders you transmit to us via our Electronic Trading Platforms or otherwise for execution;
- c) the Margin and Leverage we permit to you for your trading with us, on the basis and terms of our Leverage Policy; and
- d) all other services and ancillary services that we may provide in accordance with the terms of our license and in connection with you trading with us;

**“Short Position”** means when you sell a Financial Instrument first, with the intention of repurchasing it or covering it later at a lower price;

**“Spread”** means the difference between our Bid Price and our Ask Price for the same CFD;

**“Statement”** means a written confirmation in relation to your transactions with us and any charges which we may apply;

**“System”** means all of Client’s computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to receive the Services;

**“Stop Loss”** means an instruction that is attached to an instant execution or Pending Order for minimizing loss;

**“Take Profit”** means an instruction that is attached to an instant execution or Pending Order for securing profit;

**“Trade”** means the action of buying and/or selling Financial Instruments;

**“Trading Account”** means the Account;

**“Trading Platform”** has the same meaning as Electronic Trading Platform and includes both electronic and mobile trading platforms;

**“Transaction”** means the action of buying and/or selling Financial Instruments;

“Website” means <https://www.financix.com/> .

1.2.1. A reference in this Agreement to a “**clause**” or “**schedule**” shall be construed a reference to, respectively, a clause or Schedule of this Agreement, unless the context requires otherwise.

1.2.2. References in this Agreement to any statute or statutory instrument or Applicable laws and Regulations include any modification, amendment, extension or re-enactment thereof.

1.2.3. A reference in this Agreement to “**document**” shall be construed to include any electronic document.

1.2.4. The masculine includes the feminine and the neutral as the context admits or requires.

1.2.5. Headings are used for ease of reference and shall not affect the interpretation of the provisions of any clause.

1.2.6. In this Agreement we refer to **Trades**, and **Transactions** interchangeably. Reference to opening positions and closing positions shall be construed as referring to trading activity with us *via* any one or more of our Electronic Trading Platforms.

**1.2.7. The English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions.**

1.3. Schedules.

1.3.1 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.

1.3.2. Terms which are included in the Schedules to this Agreement apply in addition to the provisions contained herein, provided however that in the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail.

## 2. Scope of the Agreement and Provision of services

2.1. Subject to the terms and conditions hereof, Sanus may provide Services to you.

**2.2. PLEASE NOTE THAT WE ARE NOT AUTHORIZED BY FSCA TO PROVIDE INVESTMENT ADVICE AND PORTFOLIO MANAGEMENT SERVICES, THEREFORE, SUCH SERVICES ARE NOT COVERED BY THIS AGREEMENT.**

2.3 Any statement, comment or opinion, including any statement, comment or opinion posted on any website, made or posted by us, our employees authorized representatives or agents or generally any statement, comment or opinion made by any person in respect of us or the Services which we offer or provide from time to time, whether such statement is made before or after acceptance by you of this Agreement, **SHOULD NOT BE CONSTRUED AS INVESTMENT OR OTHER ADVICE** and shall not be deemed to be incorporated into this Agreement or otherwise have any contractual effect.

2.4. We deal on an execution-only basis and **WE DO NOT ADVISE** on the merits of particular transactions, their taxation, legal or other consequences.

2.5. All Orders, Transactions and Trades transacted by you with us over the internet using our Electronic Trading Platforms (including any trades made by Authorized Persons) are governed by the provisions of this Agreement and any other documents referred to in this Agreement.



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2.6. References in this Agreement to “**Orders**” shall be construed as references to orders placed by you and references to “**Transactions**” and “**Trades**” shall be construed as references to transactions and trades effected through our Electronic Trading Platforms.

2.7. By accepting the terms of this Agreement, you hereby acknowledge that you have read and understood the documents included on our Website. Specifically, you acknowledge that you have read, understood and consent to the terms of this Agreement and the Policies, the terms of all are which incorporated herein by reference and constitute an integral part hereof.

### 3. Compliance with Applicable Laws and Regulations

3.1. This Agreement and all Orders and Transactions are subject to Applicable Laws and Regulations so that:

- a) If there is any conflict between this Agreement and any Applicable Laws and Regulations, the latter will prevail;
- b) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Laws and Regulations;
- c) all Applicable Laws and Regulations and whatever we do in order to comply with them will be binding on you;
- d) such actions that we take or fail to take for the purpose of compliance with any Applicable Laws and Regulations shall not render us or any of our directors, officers, employees or agents liable for any losses or damages of whatever nature that you may suffer, inclusive of consequential damages; and
- e) you agree to comply with all the Applicable Laws and Regulations.

3.2. We may make any amendment to this Agreement and take any such action which we consider necessary as a result of any requirements or changes in the requirements of the Applicable Laws and Regulations or pursuant to a general or specific recommendation made by FSCA, or any other regulatory authority of relevance to the Services we provide to you. We shall use reasonable endeavours to give you notice of such actions and amendments to this Agreement. In the case in which the urgency and the importance of any requirements or changes in the requirements of the Applicable Laws and Regulations or any general or specific recommendation made by FSCA is such that we reasonable consider this is justified, we may proceed with such actions and amendments to this Agreement with immediate effect.

3.3. If an Exchange (or intermediate broker, custodian or agent, acting at the direction of, or as a result of action taken by, an Exchange or any execution venue or a liquidity provider) or any relevant regulatory authority takes any action which affects an Order or Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to ensure compliance with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you.

3.4. Transactions between you and Sanus may be subject to the rules and customs of an Exchange execution venue, Liquidity Provide or price deed provider and/or any clearing house through which the Transactions are based on or executed. We may decide not to enter into a Transaction where we believe that such transaction may violate the Applicable Laws and Regulations or the rules of Exchange, execution venue or liquidity or price feed providers or other, as applicable.

3.5. If: (a) an Exchange, a clearing house, a regulatory body or governmental authority makes and enquiry in respect of any of your Transactions or Accounts; or (b) submission of information about you and/or your Transaction or Accounts is required or desirable under any Applicable Laws or Regulation, then:

- a) we may act upon such enquiry and disclose such information without your further authorization and/or confirmation; and
- b) upon our request, you agree to co-operate with us and promptly to supply information requested by us in connection with such enquiry or submission.

You understand that, under the Applicable Laws and Regulations, we may not be permitted to disclose to you the fact of any enquiries or disclosures made in relation to your transactions and your Accounts, and you waive any claims you may have against us for not notifying you regarding any such enquiries or disclosures.

### 4. Contracts for Difference (CFDs) and their risk classification

**WITHOUT PREJUDICE TO ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, YOU HEREBY REPRESENT AND WARRANT THAT YOU UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING:**

4.1. CFDs are complex Financial Instruments which carry a high level of risk and are not appropriate for investors who do not possess the appropriate level of knowledge and experience to deal in them. You acknowledge and agree that you have read and understood our Risk Disclosure.

4.2. CFDs are OTC derivatives and are bilateral contracts entered into between two counterparties. When you enter into any Order to buy or sell a CFD on our Electronic Trading Platform, you trade solely with us as your intermediary and the Liquidity Provider as your counterparty. The Liquidity Provider is the principal to each trade that you may enter with us (acting as your intermediary).

4.3. When you trade in an OTC derivative contract such as a CFD trade, the value and payment obligations in relation to these are determined with reference to the price movement of an underlying Financial Instrument or reference point. As such, when entering into a buy or sell Order for a CFD you speculate on a movement of the price of the underlying Financial Instrument. The risk of loss is exacerbated in the case in which Leverage is used for our trading CFDs. The effects of trading with Leverage are as set out in Clause 6 and in our Leverage Policy.

4.4 You agree and accept that, when you enter into a CFD trade, you do not become an owner of the underlying Financial Instrument and shall not receive physical delivery of such Financial Instrument. As an owner of a CFD you will not have the right of attending and/or voting at any general meeting of the issuer of the Financial Instrument to which your CFD corresponds to. Similarly, you will not have a right to receive dividends, coupons or any other cash distributions made to the owners of such Financial Instruments. However, as set out in the Execution Policy, we will make positive or negative cash adjustments to your Account depending on the type of position that you hold in the relevant CFD.

4.5. The fact that OTC contracts, such as CFDs, are bilateral contracts entered into between two counterparties also means that, when you open a position with us, you must also close the position with us. You acknowledge, agree and accept that you are not able to close the position with any other counterparty. The Liquidity Provider will, at all times, be your principal, with Sanus acting as your intermediary.

4.6 The execution venue which we provide and through which you can trade with us, is not in the form of an Exchange.

4.7 OTC derivative contracts such as CFDs are not centrally cleared by a clearing house. This means that when you enter into a derivatives contract, the person that you will have legal rights against under the derivatives contract is the Liquidity Provider, as your counterparty under the contract. As such, you take the credit risk, being defined as the risk of failure or non-payment by the Liquidity Provider.

## 5. Capacity and Client categorization

5.1. The Liquidity Provider acts as Market Maker, meaning that it quotes both Bid Prices and Ask Prices. The Liquidity Provider is your counterparty in all Transactions and trades which you enter into with us (as your intermediary). We will act as your intermediary, with the Liquidity Provider as your principal.

5.2. You represent that you act as principal and not as agent (or trustee) on behalf of someone else. Unless expressly approved by Sanus in advance writing, you may not act as an agent or trustee on behalf of someone else.

5.3. Investment Services and Activities and Regulated Markets Law: Unless we specifically advise otherwise, we will always categorize you as a Retail Client for the purpose of the Investment Services and Activities and Regulated Markets Law. You are entitled to certain Client protections stipulated in the Investment Services and Activities and Regulated Markets Law, including your ability to participate in the Investor Compensation Fund, available in the Investor Compensation Fund Document.

5.4. In cases where you request that we categorize you as a Professional Client instead of a Retail Client, we may either: (a) allow you to be re-categorized as per your request in respect of any part or all of your dealings

with us, subject to any documentation and other evidence as we may require in order to verify your eligibility with respect of such re-categorization and on such terms as we may notify you of upon acceptance of your request or (b) we may, if we do not agree to re-categorize you as per your request, refuse to enable this re-categorisation.

5.5. If you do request such re-categorisation and we agree to such re-categorization, the protection afforded to you by certain Applicable Laws and Regulations may be substantially reduced. You hereby represent that prior to making a request for re-categorization to the higher Professional Client category, you have read and understood the loss of protection which this entails.

5.6. In our implementation of relevant guidance notes issued by regulatory authorities, we will treat you either as Retail Client or, if requested, as a Professional Client.

5.7. We may use other members of our Group or third parties in undertaking work on our behalf with respect to Services we provide to you pursuant to this Agreement. The work undertaken on our behalf by such service providers may indicatively include execution of marketing campaigns, gathering and processing of Client information, specialized software and IT services or other Client support services. These Service Providers may be located within or outside the European Union. Where we choose to co-operate with such Service Providers, we shall do so in accordance with the Applicable Laws and Regulations. We remain at all times responsible to you for the Services provided to you, in accordance with the terms of this Agreement and irrespective of any work that may be undertaken on our behalf by such Service Providers. Except where there is a Force Majeure Event, we are responsible for the conduct of work of such Service providers in relation to the work and activities they undertake on our behalf. We shall use reputable and competent Service Providers and have in place controls as to the selection and monitoring of the performance of the work executed on our behalf by such Service Providers.

## 6. Suitability and Appropriateness

### No Suitability Assessment

6.1. You acknowledge and accept that **SANUS DOES NOT PROVIDE INVESTMENT ADVISORY SERVICES (ADVICE) OR DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES** and, therefore, that the Applicable Law and Regulations do not require Sanus to assess the suitability of the Services or Financial Instruments offered to, or demanded by, the Clients.

6.2 You hereby expressly acknowledge that the CFDs product category in which you deal with through the Services provided by us, is not intended to be presented by us as suitable for you, and any comment or statement which may be made by us or any employee or agent of ours, including the Liquidity Provider or any Introducing Brokers, regarding such CFDs or any research disseminated by us, should under no circumstances be considered to be an investment advice and should not be received or relied upon as such.

6.3. You hereby expressly acknowledge that we provide the Services on an intermediary-only basis and you represent to us that you understand that in the absence of negligence, breach of contract, wilful default or fraud on our part, we have no liability to you for any loss or damage suffered by you as a result of any investment made by you through the Services provided by us under this Agreement.

6.4. As we are acting on an intermediary-only basis, when submitting an Order or when asking us to enter into any Transaction as your intermediary, you represent that you are solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, and experience to make your own evaluation of the merits and risks of any transaction, including a risk of losing all your invested capital. We give you no warranty as to the suitability of the CFDs traded under this Agreement and neither have nor assume any fiduciary duty in our relations with you.

6.5. We will not undertake any assessment of your needs and objectives, financial situation, and risk tolerance in relation to your Transactions.

6.6. We will not be obliged to review and will not review the Transactions you have entered into or about to enter into.

## Appropriateness Assessment – Professional Clients

6.7. If you are classified as a Professional Client and, to the extent that we require under the Applicable Laws and Regulations to assess whether a Service or a Transaction is appropriate for you, we are entitled under the Applicable Laws and Regulations to assume that you have sufficient knowledge, market sophistication and experience to understand the risks involved in such Services or Transactions or types of Transactions or CFDs, and to make your own evaluation of the merits and risks of any Transaction you enter into.

## Appropriateness Assessment – Retail Clients

6.8. If you are a Retail Client, we are required by the Applicable Laws and Regulations to assess your knowledge and experience in trading in complex Financial Instruments, such as CFDs, and to assess whether such instruments are appropriate to you.

6.9. At the Account opening and registration stage you are required to provide us with information regarding your knowledge and experience, primarily with respect to trading in complex Financial Instruments such as CFDs and the use of Leverage so as to enable us to comply with our obligations under the Applicable Laws and Regulations.

6.10. The information required by is for the purposes of the appropriateness assessment may be gathered by means of a standardized questionnaire or we may require answers to questions over a conversation with you, or we may use any other method or combination of methods for the purpose of gathering such information. It is your responsibility to ensure that you provide us with complete and correct information in order to enable us to carry out the appropriateness assessment. If we consider, in our discretion, that the responses provided are insufficient, inconsistent, or conflicting, we may require further clarifications as to these responses.

6.11. The purpose of the appropriateness assessment is to enable us to assess your knowledge and experience so as for us to be in apposition to reasonable determine whether complex Financial Instruments such as CFDs are appropriate for you to invest in. As such, you should carefully consider any warning which we give to you as a result of making the appropriateness assessment. If you have any questions or require any further clarifications regarding the appropriateness assessment, you should contact us for such further assistance and clarifications.

6.12. We reserve the right at any time, to require that you provide us with additional or other information for the purposes of the appropriateness assessment, even after we have confirmed successful completion of the appropriateness assessment.

This may be done in respect of: (i) us verifying through supporting documentation your knowledge and experience in trading in complex Financial Instruments, such as CFDs; (ii) any proposed changes to the Leverage ratios you may trade with; (iii) in respect to a change to your circumstances which has come to our attention; (iv) as part of any ongoing or bespoke monitoring activity carried out by us in compliance with Applicable Laws and Regulations; or (v) in any other circumstances in which we consider that it is reasonable or appropriate for such information to be gathered.

6.13. When carrying out the appropriateness assessment, we have the right, at our entire discretion, to determine and allocate relevant weights to the questions submitted to you and to your answers.

6.14. You hereby represent and warrant that you understand the purpose of the assessment of appropriateness that we undertake and the importance of providing us with full and correct information for

this purpose. You are warned and hereby accept, that if you provide incorrect or incomplete information regarding your knowledge and experience in the investment field, this will adversely affect our ability to carry out the appropriateness assessment correctly.

6.15. Without prejudice to any other provision contained herein, you hereby consent to the results of your appropriateness test, including any relevant voice recordings and other steps taken by you as or us as part of the appropriateness assessment, being used by us for our own purposes and being disclosed to any relevant regulator or auditors, where disclosure of such information is required by them.

6.16. We cannot and will not provide you with legal or tax advice and if you consider it necessary, you should consult your own legal and tax advisors. You must obtain independent legal advice in the event you do not fully understand any terms of this Agreement or any other documents.

## 7. Money laundering, sanctions and financial crime prevention

7.1. You represent, warrant, and undertake that you are now and will, at all times, be compliant with all Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention.

7.2. We are required to follow the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention, including but not limited to the Financial Intelligence Centre Act, 2001; the Prevention of Organised Crime Act, 1998; the Protection of Constitutional Democracy against Terrorist and Related Activities Act, 2004; and any regulations issued under the aforementioned laws (“**AML Laws**”).

7.3. We reserve the right to terminate this Agreement with immediate effect, to refuse to execute any Pending Orders and to freeze or block your Account and any assets thereof if:

- a) we reasonably believe that you may be acting in breach of the AML Laws; or
- b) you refuse to provide us wither at the Account opening stage or at any subsequent state that we determine at our discretion any information about you that we require you to provide for the purposes of this Clause, including your updated proof of identity and residence; or
- c) if any of your warranties and representations contained in Clause 31 (Representations and Warranties) become untrue or misleading. We may make any report and disclose any such information, to any such person or authority which we consider necessary for the purposes of our compliance with the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention, and may act in accordance with their instructions with respect to you, your Transaction, your Account and any information which we have regarding you and your dealings with us.

7.4. We may, where we consider this necessary in order to comply with our obligations under the Applicable Laws and Regulations and/or the AML Laws refuse to provide you with further explanations as to any action or refusal or failure to take any action.

7.5. We shall not be liable to you for any loss or damage which you may suffer as a result of any such action or refusal to act on our part, which we consider necessary for the purposes of our compliance with AML Laws.

7.6. If a regulatory body or other authority makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly on demand supply all and any information requested in connection with the enquiry.

7.7. You specifically represent and warrant to us (to the extent applicable) that:

- a) where you are a legal person, you have made full and genuine disclosure of all your ultimate beneficial

- owners and of each person who maintains a synthetic, economic, direct or indirect interest in more than 10% (or another percentage that we may deem appropriate in your circumstances) of your share capital or economic rights (including the economic rights to the transactions undertaken through us);
- b) you have provided, or you will provide, us with the information (certified as we may direct) that will enable us to establish your identity, to understand your business, economic and risk profile, including your sources of wealth, and to identify (where you are a legal person) your beneficiaries and controlling persons, as required under the Applicable Laws and Regulations, as well as to determine the nature of your intentions while entering into this Agreement;
  - c) where you or any or your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom might act hereunder is a PEP, adequate disclosure of this fact has been made to us and, if during the term hereof, you or any of your ultimate beneficial owners, directors, officers, employees, agents or underlying clients for whom might act hereunder becomes a PEP, you will notify us of such fact immediately;
  - d) neither you nor any of associated, nor any of your or their directors, officers, employees, agents, or underlying clients is an individual or entity that is subject to any Sanctions, or is legally or beneficially owned or controlled by, a person that is subject to Sanctions;
  - e) If any information provided to us in respect of yourself changes in any material respect, you will immediately notify us of such change. You understand that your Account and any assets thereon may be frozen or blocked at our sole discretion and any Services provided hereunder may be suspended, pending collection by us of full and correct information regarding your status;
  - f) you will not use our Account on behalf of any third party and you agree and accept that your Account and any assets thereon may be frozen or blocked at our sole discretion to the extent any such assets are held with, transferred or delivered to, us on behalf of a third party;
  - g) all remittances in your Account result from bona fide economic activity which have been duly reported to the relevant tax authorities, and have not been obtained as a result of, or through the means which are or may be deemed to be a result of, acts of bribery or corruption or money laundering activities;

7.8. Where we have undertaken the assessment of your knowledge and experience in trading in Financial Instruments and have confirmed that you are able to trade either as a Professional Client or a Retail Client, you will need to provide us with the legalization of information to undertake our Know Your Client (“KYC”) regulatory obligations, including to verify your identity, residency and economic profile.

7.9. Where after the assessment of your knowledge and experience by before completion of the KYC process you remit any funds to us, such funds will be placed on hold until the KYC process is completed. We will immediately remit these funds to you, to the account from which they were remitted to us where: (a) as a result of our KYC process we cannot or do not wish, at our discretion, to provide investment Services to you: or (b) we have been unable to complete the KYC process within 1 (one) Business Day of receipt of the funds from you.

## 8. Unauthorised Use of Your Account

8.1. Subject to the provisions of Clause 9 (Your Authorized Persons), your Account and the relevant password or access codes that shall be provided to you, shall only be used by yourself or any Authorized Persons of yours which we allow you to appoint. You are not permitted to allow anyone else to use your Account, and/or Account number and/or Password and/or access codes.

8.2. You shall ensure that at all times the devices thorough which you trade with us or access the Trading Platforms are not left unattended or used by any other person to carry our trading activity through your Account and that any passwords and access codes and security data used for accessing your Account are kept safe and out of reach of other persons.

8.3. You shall be solely responsible for all and any loss resulting from unauthorized use of your Account including loss suffered as a result of lost or stolen passwords or other security information.

8.4. If you know or believe that your Account is being used without your permission or consent, you should immediately notify us by contacting our Client Support Department through the Contact us page or via Live Chat on our Website. If we receive your notification within Business Hours, the Account will be frozen immediately. If we receive your notification outside Business Hours, the Account will be frozen as soon as reasonably possible.

8.5. We may, but shall not be obliged to, notify you of any activity which we believe is carried out through your Account without your authorization and in cases where we reasonably suspect this to be the case we may, at our discretion, suspend access to your Account until you confirm to us that all trading activity carried out through your Account is authorized by you. We are not liable to you if we do not suspend access promptly.

## 9. Your Authorized Persons

9.1. You may allow First Degree Relatives to trade with us through your Account (“**Authorized Persons**”) provided that we have given our prior written consent to this and we have received all the documentation required by us for this purpose, including without limitation, all Client identification and KYC documentation, proof of relationship and any documentation in relation to such Authorized Person’s knowledge and experience allowing us to determine whether CFDs trading is appropriate to them, in accordance with the terms of this Agreement which we require in respect to such Authorized Persons.

9.2. No Authorized Person of a Client shall act as an Authorized Person of any other Client.

9.3. Our Client identification procedures and any procedures in relation to our assessment of knowledge and experience and whether CFDs are appropriate to any Client will be applied by us in respect of any proposed Authorized Person, in the same way in which they apply to any prospective new Client of ours.

9.4. We reserve the right to refuse to approve any proposed Authorized Person and to suspend or terminate our consent to such Authorized Person trading through your Account.

9.5. Any Orders placed, or trades carried out, through your Account by your Authorized Persons are binding on you as if they were given by you. It is solely your responsibility to monitor the activities of any Authorized Person whom you allow to trade through your Account with us and ensure that they are acting in accordance with your authorization.

9.6. Until such time as you notify us in accordance with the provisions of Clause 8 (Unauthorised Use of Your Account ) *above* of the termination of the authorization of any of your Authorized Persons, you shall be solely responsible for any losses suffered by you as a result of the trading activity of such persons even in cases where such persons have exceeded your authority or have acted without your permission or have otherwise acted fraudulently.

## 10. Placing and execution of Orders

### Transmission of Instructions

10.1. Sanus shall agree to receiving instructions that have been transmitted only through the Trading Platform(s) or other electronic means determined by the Company at the outset of the Agreement. Sanus shall, under certain circumstances, accept instructions by telephone or in person, provided that it is fully satisfied of (i) the Client’s identity; and (ii) clarity of instructions - for further details read the “*Recording of telephone calls and record keeping*” section of the Agreement *below*. Sanus shall, at its discretion, confirm the instruction(s) received by the Client if it deems that to be necessary.

10.2. The Client accepts that the Sanus bears no responsibility for any instructions that may be misinterpreted due to a technical or other error.



10.3. If margin is available in a Client Trading Account, the Liquidity Provider shall execute all instructions, subject to any restrictions included in these Terms and Conditions. Sanus accepts no liability for any loss, cost, claim, demand or expense arising from any instruction sent by error.

10.4. The Client accepts that unless he/ she informs Sanus in writing regarding the termination of the Authorized Person, Sanus shall continue accepting instructions from such Authorised Person and such instructions shall: (i) be valid; and (ii) fully commit the Client. In case the Client needs to terminate the Authorized Person, the Client shall provide the Company with a written notice of 2 (two) Business Days.

10.5. The Client accepts that, once the Liquidity Provider receives instruction(s) for trading Financial Instruments, such instructions are final and cannot be cancelled or deleted, except where Sanus and the Liquidity Provider expressly agree, in their sole and unfettered discretion, to such cancellation or deletion.

**10.6. Quotes** the Liquidity Provider shall, at all times, subject to instances outside its control, transmit Quotes through the Trading Platform(s) that are executable, according to the Client's instructions.

On the basis of the Agreement, the Liquidity Provider shall determine, at its sole and unfettered discretion, the Quotes that are executable and appear through the Trading Platform(s).

The Client shall disregard any Bid Prices and/or Ask Prices quoted through any other system and/or tool, other than the Electronic Trading Platforms (MetaTrader4).

The Client accepts that the Liquidity Provider is solely responsible for determining the validity of the Quotes at any given time; therefore, Sanus reserves the right to send the Client a re-quote, including but not limited to situations of high market volatility, if the former deems that to be necessary. Under the above-mentioned circumstances, the Client may either accept or reject the re-quote.

**10.7. Order Types** The Client may send instructions for either: an instant execution Order; and/or a Pending Order.

In terms of Pending Orders, the Client may send an instruction for:

**Buy Limit:** an Order to buy a CFD at a specified price lower than the current market price.

**Sell Limit:** an Order to sell a CFD at a specified price higher than the current market price.

**Buy Stop:** an Order to buy a CFD; the price is set above the current market price and is triggered when the market price reaches the buy stop instruction.

**Sell Stop:** an Order to sell a CFD; the price is set lower than the current market price and is triggered when the market price reaches the sell stop instruction.

It should be noted that a Stop Loss and/or Take Profit may be attached to an instant execution or Pending Order.

For further details regarding the Order Types *above*, please refer to the Execution Policy

It should be noted that the status of an Order is available, at all times, through the Trading Platform(s). If the Client is unable to access the Trading Platform(s) he/she can be notified of the status of an Order by contacting the Dealing Department at [dealing@financix.com](mailto:dealing@financix.com).

10.8. The Client accepts that under certain trading conditions, including but not limited to situations of high market volatility or illiquidity, it may be impossible for Sanus to execute Pending Orders at the Declared Price; under such conditions, the Company reserves the right to execute the Order or modify the opening and/or closing price to provide the next available price. It should be noted that: (i) if a Pending Order is executed at the next available price and as a result (ii) the Stop Loss and/or Take Profit instructions are no longer within the levels referred to in the contract specifications - the Stop Loss and/ or Take Profit instructions shall be cancelled.

10.9. The Client understands that if conditions described in this paragraph materialize, a Stop Loss instruction attached to a Pending Order may not limit the Client's potential loss to the intended amount given that Sanus may be unable to execute at the Declared Price.

## Terms and Conditions – Client Agreement

10.10. The Company, at margin level of less than 50% (fifty percent), has the discretion to begin closing positions starting from the most unprofitable one at market price.

10.11. The Client accepts that Sanus bears no responsibility for the download, installation and use of any trading related solutions such as expert advisors or trailing stops; if it comes to the attention of the Company that the Client is using any such solutions the former has the right to terminate the provision of investment and ancillary services to the latter, under the 'Termination and Default' section of the Agreement, in order to protect the orderly operation of the Trading Platform(s).

10.12. The Client should bear in mind that in terms of volume Financial Instruments, traded through the Trading Platform(s), these are measured in lots and the minimum volume varies depending on the security. More information can be found at <https://www.financix.com/trading/trading-instruments/>.

10.13. The Client shall set the leverage, which may range from 1:1 to 1:200, during the Account opening process and he/she may send a request to amend the leverage level, at any time, directly online at [dealing@financix.com](mailto:dealing@financix.com). It should be noted that Sanus shall monitor the leverage applied to Client's positions, at all times; the Company reserves the right to decrease the leverage depending on the Client's trade volume. For further details, please refer to the Leverage Policy.

Sanus reserves the right to amend, at any time, the contract specifications of such Financial Instruments, available online at <https://www.financix.com/trading/trading-instruments/>, in order to respond to a number of situations including but not limited to specific market conditions. The Client is liable for ensuring that he/she remains informed, at all times, regarding the latest contract specifications.

**10.14. Rollovers, Interest** A daily financing charge may apply to each CFD Open Position at the closing of Sanus trading day as regard to that CFD. If such financing charge is applicable, it will either be requested to be paid by Client directly to Sanus or it will be paid by Sanus to Client, depending on the type of CFD and the nature of the position Client holds. The method of calculation of the financing charge varies according to the type of CFD to which it applies.

Moreover, the amount of the financing charge will vary as it is linked to current interest rates. 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.

10.15. Sanus reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of CFDs to which the financing charge applies. For certain types of CFDs, a commission is payable by Client to open and close CFD positions. Such commission payable will be debited from Client's Account at the same time as Sanus opens or closes the relevant CFD.

10.16. 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 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 Company's sole discretion.

10.17 Any open CFD transaction held by Client at the end of the trading day, as determined by Sanus, or over the weekend, shall automatically be rolled over to the next Business Day so as to avoid an automatic close and physical settlement of the transaction.

10.18. Client acknowledges that when rolling over such transactions to the next Business Day, a premium may be either added or subtracted from Client's Account with respect to such transaction. The MT4 platform calculates overnight rollover at 21h00 GMT and the rollover charge/credit is debited or credited to and from the Trading Account. 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.

10.19 The future contracts on which CFDs are based have an expiration date, and clients will be able to close their CFD positions until this date.

Any positions still open on the expiring contracts will be liquidated at market price by Sanus on the expiration date after 23h00 GMT+3. Approximately 3-5 days before expiring, a new CFD based on the next future contract will begin trading.

During this period, no new positions can be opened in the old CFD contract. Clients can request via email for their Open Positions on any expiring contract to be rolled over on to the next contract. The rollover procedure is executed on the expiration date between 21h00 – 23h00 GMT+3 and rollover requests can be accepted at any time before the procedure takes place. Based on the price difference of the expiring contract versus the new contract at the time of the rollover, Sanus will either apply a fee or issue a rebate on the Client’s Account based on the following calculation:

- Buy Trade Rollover = (Old Bid - New Ask) x Lot Size x Position Size
- Sell Trade Rollover = (New Bid - Old Ask) x Lot Size x Position Size

For example: a request for a rollover on VIX future contract with the following prices will have the following charges/rebates (1 lot = 1000 units):

Old Bid	Old Ask	New Bid	New Ask
28.4	28.45	30.5	30.55

- 1 lot Buy Trade Rollover = ( 28.4 - 30.55 ) x 1000 x 1 = - \$2150 (fee)
- 1 lot Sell Trade Rollover = ( 30.5 - 28.45 ) x 1000 x 1 = \$2050 (rebate)

All closing, expiring and new contract open dates are being published on the Notifications section of our Website. Specific contract details and dates regarding the previous, current and next contract can be found in the asset specifications section of our Website.

10.20 On Wednesday at 21h00 GMT, overnight rollover fees are multiplied by 3 (three) in order to compensate for the upcoming weekend. The premium amount shall be determined by Sanus from time to time, in Sanus’s sole and unfettered discretion. Clients hereby authorize Sanus to add or subtract the premium, in accordance with the applicable rate thereto, each day at the time of collection specified on the Trading Platform for each individual instrument, as applicable.

## 11. Currency

Transactions are settled in Base Currency, unless agreed otherwise. Upon closure of a CFD position, any Equity will be converted and paid to you in the Base Currency. We may charge a fee in respect of such conversion.

## 12. Limitations on acceptance of Orders

12.1. You accept that Sanus shall have the right, at any time, to refuse at its discretion the provision of any investment or ancillary service, including but not limited to the execution of instructions for the purposes of trading Financial Instruments, without providing notice to you.

12.2. Clause 12.1 *above* may come into force under certain circumstances, including but not limited to situations when:

a) Sanus has reasonable grounds to believe that the execution of your Order may:

- a) affect the orderly function of the market;
- b) constitutes an abusive exploitation of privileged confidential information;
- c) contributes to the laundering of illegal funds;
- d) affect in any manner the reliability or orderly operation of the Trading Platform(s); and/or

b) your Order relates to the purchase of a Financial Instrument but there is insufficient Free Margin in your Account to cover such purchase and any applicable charges.

12.3 Sanus reserves the right to refuse the execution of a Pending Order and/or modify the opening/closing price of an Order if a technical or other error occurs.

12.4. You accept that the Company may refuse to execute an instruction for trading Financial Instruments, if for any reason you are unable to access the Trading Platform(s) in order to send an instruction for the purposes of trading Financial Instruments you may contact the Dealing department as [dealing@financix.com](mailto:dealing@financix.com) or call on +357 22000878 to place a verbal instruction, subject to the restrictions referred to in the 'Recording of Telephone calls and Record Keeping' section of the Agreement. It should be noted that the Company reserves the right to reject such verbal instructions when the operator of the Dealing Department is not Satisfied with the Client's identity or clarity of instructions; under such circumstances, Sanus reserves the right to request from the Client to transmit an instruction through another means. The Client accepts that at times of excessive transaction flow

There might be some delay in connecting over the telephone with a member of the Dealing Department, especially when there are important market announcements.

12.5. You accept that if Sanus were to refuse the execution of an Order, under the 'Limitations on acceptance of Orders' section herein, your obligations under the Agreement shall remain unaffected.

## 13. Corporate actions

13.1 Corporate Actions may have an impact on the price of the Financial Instruments and, thus, on the price of their corresponding CFDs in which we provide Prices. A Client who performs a transaction in a CFD has an ownership of the underlying Financial Instrument. However, in the event of a Corporate Action in the underlying Financial Instrument of a CFD, Sanus shall make the relevant adjustments in the Account to reflect the economic effect of the Corporate Action on the price of the CFD. This can be done through a cash adjustment and/or position adjustment in the Account before or after the date set for the Corporate Action ("**Effective Date**").

13.2. If a Corporate Action occurs in relation to a Financial Instrument which is underlying any CFD Open Position which you have with us, or any insolvency event occurs in relation to any issuer of a Financial Instrument to which any of your CFD position relate to, we may exercise any of the following rights, provided that in doing so we shall act reasonably and shall use our reasonable efforts to preserve the value of your Open Positions or Orders:

- a) change our Prices;
- b) change any trading limits which we may have in place;
- c) change any Margin or Leverage parameters;
- d) change the opening Price, opening stake or opening size of any position;
- e) close any Open Positions which you may have at our Price;
- f) open new position for you in any relevant new Market;
- g) freeze the Account including the opening or closing of any or all affected positions and suspend any trading activity between us until the relevant adjustments are performed;
- h) set the CFD of which is underlying Financial Instrument is subject to the Corporate Action on a close-only mode, in which case no new positions may be opened; and
- i) make the relevant adjustments in your Account to restore the Account's Transactions in the underlying Financial Instruments which were (post the Effective date) or are to be (prior to the Effect date) affected by a Corporate Action. Such adjustment shall be executed at the then-current market prices which may be different than the Prices at which the original Transactions were executed.

13.3. Where you hold either a Short Position or a Long Position in an underlying Financial Instrument which had been subject to a split or reverse split, we may proceed with a position adjustment in order to make the necessary adjustment to the Price and the trade size of the Financial Instrument to reflect the split or reverse split economic effect at the Account. In this case, we may close-out the position under a new underlying Financial Instrument with the adjusted Price to reflect the effect of the split or reverse split.

13.4. In case where you hold a Long Position, the underlying Financial Instrument of which has been subject to a split, we may proceed with a positive adjustment to your Account. Where you hold a Long Position and the underlying Financial Instrument has been subject to a reverse split, we may proceed with a negative adjustment to your Account.

13.5. In case where you hold a Short Position, the underlying Financial Instrument of which had been subject to a split, we may proceed with a negative adjustment to your Account. Where you hold a Short Position and the underlying Financial Instrument has been subject to a reverse split, we may proceed with a positive adjustment to your Account.

13.6. We reserve the right to reduce Leverage ratios for CFDs in Financial Instruments that may be the subject of actual or anticipated Corporate Actions, in order to address likely market and Financial Instruments volatility. Where possible we will give you notice of such change so as to enable you to take the action you consider appropriate.

13.7. The abovementioned measure may be applied on one or more Accounts, pre or post the effective date of the Corporate Action, within a reasonable timeframe and in doing so we shall use reasonable efforts to minimize the disruption of the use of the Accounts.

13.8 Sanus bears no responsibility for notifying the Client regarding announcements of Corporate Actions.

## 14. Trade confirmations and errors

14.1 Confirmations for all Transactions that we have executed on your behalf on any trading day will be available on your Account which is accessible online, which is updated constantly as each Transaction is executed.

14.2 You may also view your cash position, Equity and Margin Level on the relevant Electronic Trading Platform on which you are trading.

14.3. You are responsible for reviewing trade confirmations as well as your cash position, Equity and Margin Level, ensuring their correctness and determining at your sole and entire discretion that actions you will take. We shall, on your request, provide you with such clarifications or explanations as may be reasonably required explaining any trader confirmation as well as your cash position, Equity and Margin Level. None of these clarifications or information we provide should be construed or interpreted to comprise any form of recommendation or advice on action you should or should not take.

14.4. If there is a manifest error in any statement or display or other information provided or statement made by us, we may, acting reasonably and in good faith, void any Transaction or refuse to accept any Order and/or reverse the effect of any Transaction or amend any trade so that the relevant trade is effected as if the error was not made.

14.5. If you believe that a trade confirmation or your cash position, Equity and Margin Level as displayed are incorrect, you must notify us in writing immediately. You should notify us of any error in any trade confirmation or Equity or Margin Level as soon as reasonably practical and, in any event, **within 30 (thirty) days** of the trade confirmation being made available to you or the cash position, Equity or Margin Level being displayed. Failure on your part to do so will result in the relevant trade confirmation or your cash position, Equity or Margin Level as displayed being considered as final and binding on you.

14.6. In exercising the above rights, we shall at all times act reasonably and shall inform you as soon as reasonably practical of becoming aware of an error.

## 15. Electronic trading terms

15.1. You will be responsible for providing the System to enable you to use an Electronic Service.

15.2. You will be responsible for the installation and proper use of any virus detection/scanning program we may require from time to time.

**15.3. We may execute all Transactions upon you placing them with us and on the terms received by us.**

**15.4. We shall have no liability for: (i) any losses which you suffer because of a Transaction which you placed, or was placed on your behalf, incorrectly or unintentionally; or (ii) Orders or instructions which are not received by us. Unless we are specifically notified of the contrary, we are entitled to assume that Orders which appear to be placed on your behalf were validly given by you, and all Transactions resulting from such Orders shall be conclusively binding on you. Unless we expressly agree otherwise in writing, you have no right to cancel, amend or revoke any Transaction on the basis that it was not given by you, or was given erroneously or accidentally, or was based on any incorrect understanding.**

**15.5. Without prejudice to the *above*, we have no obligation to accept any Order or to effect any Transaction and we may decline to accept or act upon any Order or give effect to any Transaction without providing any reason.**

15.6. When using an Electronic Trading Platform, you must:

- a) ensure that the System is maintained in good order and is suitable for us with such Electronic Trading Platform;
- b) where we request, run such tests and provide such information to us as we shall reasonable consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
- c) carry out virus checks on a regular basis;
- d) inform us immediately of any unauthorized access to an Electronic Trading Platform or any unauthorized Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorized us to cease; and
- e) not at any time leave the terminal from which you have accessed such Electronic Trading Platform or let anyone else use the terminal until you have logged off such Electronic Trading Platform.

15.7. In the event you become aware of a material defect, malfunction or virus in the System or in an Electronic Trading Platform, you shall immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Trading Platform until you have received permission from us to resume use.

15.8. All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Trading Platforms remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Trading Platforms or their software elements, 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 Trading Platforms and their software elements made in accordance with applicable 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 Trading Platforms and their software elements made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts such copies.

15.9. We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, and illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Trading Platform may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Trading Platforms for this reason.

15.10. Neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to us in connection with an Electronic Trading platform.

15.11. We do not accept any liability in respect of any delays, inaccuracies or errors in Prices quoted to you if these delays, inaccuracies or errors are caused by a third-party services providers (such as price feed providers, the Liquidity Provider, other liquidity providers, regulated stock exchanges, or other execution venues) with which we may collaborate. Our obligations in this respect relate solely to selecting such providers with proper skill and care having regard to their competencies and credentials.

15.12. We shall not be obliged to execute any instruction/Order which has been identified or we reasonably believe was based on errors caused by delays of the system to update Prices and do not reflect the real prices in the relevant underlying market. We do not accept any liability towards executed trades that have been based and have been the result of delays as described *above*.

15.13. We shall have no liability to you (whether in contract; or in tort, including but not limited to negligence; or otherwise) in the event that any viruses, worms, software bombs or similar items are introduced into the system via Electronic Trading Platform or on any software provided by us to you in order to enable you to use the Electronic Trading Platform, provided that we have taken reasonable steps to prevent any such matters.

15.14. You shall ensure that no computer viruses, malware or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

15.15. We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorized use of the Electronic Trading Platforms. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Trading Platforms by using your designated passwords or access codes, whether or not you authorized such use.

15.15. We shall not be liable for any act taken by or on the instruction of an Exchange, clearing house, execution venue or regulatory body.

15.17. We may suspend or permanently withdraw an Electronic Trading Platform, or change the composition, mode of operation, available or any trading limits by giving you 24 (twenty-four) hours' notice.

15.18 We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Trading Platforms, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example, due to your non-compliance with the Applicable Laws and Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problem, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Trading Platform may be terminated automatically, upon the termination (for whatever reason) of:

- a) any license granted to use which relates to the Electronic Trading Platforms; or
- b) this Agreement

15.19. In the event of a termination of the use of any Electronic Trading Platform for any reason, upon request by us, you shall, at our opinion, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Trading Platform and any copies thereof.

15.20 The provisions of this Clause 15 apply without prejudice to any other terms of this Agreement, relating to the limitation of liability and indemnities.

15.21 Use of robots, VPS (Virtual Private Servers), automated trading systems and generally algorithmic trading and high frequency algorithmic trading through our Electronic Trading Platforms (collectively, "**Algorithmic Trading**") is permitted only with our prior written consent.

15.22. In all cases where you have received our prior **written consent** to use VPS or Algorithmic Trading, such trading is subject to the following terms:

- a) simultaneous use of different trading devices is prohibited;
- b) you are required to test software, equipment and devices prior to using them for the purposes of the trading activity;
- c) you are solely and fully responsible for any errors or failures or other consequences of any automated systems which you use; and
- d) where we permit electronic communications through a customized interface, such communications will be subject to the terms and conditions which apply to the use of such interface.

## 16. Client Account and deposits

16.1 Before you can place an Order with Sanus, you must deposit sufficient clear funds in your Account with us. Only deposits from a bank account or through other payment methods in your own name will be accepted by us and credited to the Account.

Any funds remitted by any third party will be returned to the source of deposit, or blocked if refund is not possible.

In certain cases, a Client may be requested to confirm/ declare ownership of the payment method or provide supporting documentation proving ownership of the payment method.

We shall not be held liable for accepting and crediting funds to a Client's Account, subject to such declaration or proofs which are then found to be false, falsified or in any way manipulated.

We will not accept any payment from any third party, and we shall not pay any funds due to you by us to any third party even if you expressly require us to, unless we are acting within the instructions of any court or probate order or any direction or order of any regulatory authority.

16.2. You may open your Account with us in USD/EUR or in any other currency that we may advise and/or consent to from time to time. Any funds which are not in one of the above currencies will be converted into one of the above currencies and such conversions may entail fees imposed by the relevant credit or payment institution effecting the conversion at the time we request such conversion. Deposits made in currencies other than the Accounts Balances will be calculated and reported to you in the currency in which Accounts are maintained.

16.3. We do not allow joint Trading Accounts, unless these are held jointly by natural persons who are First Degree Relatives and are pre-approved by us in writing.

16.4. Where your Account held with us is jointly owned, in accordance with clause 16.3 *above*:

- a) each joint Account holder will be jointly and severally liable for all obligations to Sanus arising in respect of trading activity on that Account;
- b) each of you is separately responsible for complying with the terms of this Agreement;
- c) if there is a dispute between you and the First Degree Relative referred to *above*, which we know about, we may insist that both of you authorize written instructions to us; otherwise, we will accept an Order or any other instruction to remit funds from your Account back to you from either one of you and the First Degree Relative;
- d) if one of you dies, the survivors(s) may continue to operate the Account;
- e) where one of you provides personal and financial information relating to other joint Account holders for the purpose of opening or administering your Account, you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Agreement;
- f) we will undertake our duties and obligations with respect to assessing knowledge and experience for at least one of the two joint Account holders;
- g) any of the two of you may request closure and the redirection of the Account Balances, unless there are circumstance that require us to obtain authorization from both you;



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- h) each of you will be given sole access to the Balance of the joint Account. Should you wish to withdraw these funds from your Trading Account, at least one of the joint Account holders will be required to complete the withdrawal request. Upon receipt of the withdrawal request we will withdraw funds up to the amount you initially deposited, provided that the conditions for withdrawal stipulated in this Agreement are satisfied. We will credit the amount withdrawn in the same bank account from where the funds were originally debited;
- i) in order for this Agreement to be valid and binding it is required that both joint Account holders accept the terms of this Agreement and, in case any of the joint Account holders wish to terminate this Agreement and close the joint Account held with us, the written consent of all joint Account holders shall be required for such termination and closure, in accordance with the provisions of this Agreement; and
- j) in case where we wish to terminate this Agreement and close a joint Account for any reason under this Agreement, any notification to this effect shall be send by us only to the relevant e-mail that has been provided to us at the time of registration of such joint Account.

16.5. We have the right not to accept funds deposited by you and/or cancel your deposit and remit them back to you in the following circumstances:

- a) if you fail to provide us with any documents which we request from you either for Client identification purposes or for any other reason, including with respect to verifying the source of your wealth;
- b) if we suspect or have concerns that the submitted documents may be false or fake;
- c) if we suspect you are involved in illegal or fraudulent activity, or you engage in abusive trading practices;
- d) if we have been informed that your credit or debit card (or any other payment method used) has been lost or stolen
- e) where we consider that there is a chargeback risk;
- f) where we cannot identify you as an original remitter of the funds or where we are unable to return the funds to the same source of payment; and/or
- g) where we do so, in order to - in our reasonable judgment - comply with Applicable Laws and Regulations.

16.6. In case of cancelled deposits, and if there is not an actual or potential confiscation or freezing of your funds by a regulatory 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 they were initially received from.

16.7. Processing time of crediting any incoming deposit into the Account may vary between the payment methods and processing time of any past deposits is not indicative and cannot guarantee that any subsequent deposits would be processed in a similar timeframe.

## 17. Client money

17.1. We shall treat money held by Sanus on your behalf as Client money.

17.2. We treat money received from you, or held by us on your behalf, separate from corporate funds.

17.3. Sanus keeps and maintains books and accounting records of the money held on behalf of its Clients.

17.4. The provisions in this Agreement related to Client money are subject to the terms and conditions of the banks and credit institutions with which such funds are held and through which such funds are transferred.

17.5. We co-operate with various credit institutions and payment providers. A complete list of these can be found through our website.

17.6. It remains your responsibility to be aware at all times, of the transfer fees and/or any other fees and charges which are charged by the bank, payment service providers and any other service providers which

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you use for the transfer of funds to and from us.

17.7 Where we are faced with a chargeback from any financial institution, which chargeback relates to your trading activity with us, we shall be entitled to provide such financial institution with evidence of the client relationship as may be necessary in order for us to demonstrate to the relevant financial institution the existence of a trading relationship and relevant trading activity between us and you.

17.8. When you transfer money to your Account with us, the time taken for the funds to appear on your Account depends on the method used for transferring such funds. Deposits and withdrawals of funds can only be made to and from accounts in your name.

17.9. We will endeavour to hold Client money on your behalf with authorized credit institutions. The funds will be kept in bank accounts clearly segregated from Sanus's own funds. Funds deposited may be kept in one or more omnibus accounts with any authorized regulated credit institution.

17.10 We deposit Clients' money held on behalf of our Clients in an account and/or accounts opened with a bank, or EMI, or receive funds through payment processing companies, provided that we have exercised all due care, skill and diligence in the selection, appointment and periodic review of such banks and payment processing companies and of the arrangements for the holding and safekeeping of Clients' money which they have in place. With regards to the deposit of Client's funds, in the event we do not deposit Client's funds with a bank, we exercise all due care, skill and diligence in the selection, appointment and periodic review of the credit institution, where the funds are placed and the arrangement for the holding of those funds. We shall take into account the expertise and reputation of the bank as well as the legal and regulatory requirements or market practices related to the holding of Clients' money that could adversely affect the protection afforded to the Clients' money. We apply the same principles in the selection of payment processing companies we accept to receive Clients' funds from.

17.11 We shall take all necessary measures in order to ensure that any Clients' money deposited with a bank is identifiable separately from the cash belonging to Sanus by means of differently titled accounts on the books of the bank(s) or other equivalent measures that achieve the same level of protection. Similarly, as per the requirements of the Applicable Laws and Regulations, on receiving any Clients' funds, we shall promptly place those funds into one or more accounts denoted as "*clients account*". We apply the same principles for payment processing companies.

17.12. Where necessary, we shall apply diversification as to where Clients' money is held, through the maintenance of bank accounts with several third-party banks.

17.13 The Company may hold Clients' money in omnibus accounts with financial and credit institutions. In this respect, you are hereby warned that there is a risk of loss emanating from the use of omnibus accounts in financial or credit institutions. In such case it may not be possible to distinguish if the particular Clients funds are held by a certain financial or credit institution. Omnibus accounts may also hold other types of risks including legal, liquidation risk, haircut risk, third party risk etc.

17.14 In the event of insolvency or any other analogous proceedings in relation to a financial or credit institution (including payment processing company) where Clients' funds are held, Sanus (on behalf of the Client) and/or the Client may only have an unsecured claim against the financial or credit institution, and the Client will be exposed to the risk that the money received by Sanus from the financial or credit institution, is insufficient to satisfy the claims of the Client with claims in respect of the account. Sanus does not accept any liability or responsibility for any resulting losses so, in the unlikely event of default, the proportionate loss shall affect all of Sanus's Client's monies held in omnibus accounts with the financial or credit institution. To mitigate this risk, Clients' funds are being held in few reputable financial or credit institutions following rigorous due diligence and credit risk assessment and constant exposure monitoring is taking place.

17.15. You agree that we shall not be liable for any default of any counterparty, bank, payment processing company, custodian or other entity which holds money on your behalf or with or through whom transactions may be conducted.

17.16. Sanus 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, wilful default, or fraud.

## 18. Withdrawals

18.1 Funds may be withdrawn by you from your Account, provided that such funds are not being utilized for margin purposes or have otherwise become owing to us. Once your withdrawal request is approved, your withdrawal request will be processed by us and sent for execution to the same bank, credit card or other source from which the funds were debited or as we, our absolute discretion determine, as soon as possible.

18.2 Withdrawals will only be made at source in your name. Note that some banks and credit card companies may take time to process payment especially in currencies where a correspondent bank is involved in the transaction.

18.3 If you request a withdrawal 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.

18.4 When a withdrawal is requested from your Account, we reserve the right to be entitled to demand any transaction fees connected to the deposit and withdrawal payment, in the event that there is no “significant trading volume” in your Account.

The following table is an example but by no means limiting to what can be considered by us as “significant trading volume”:

Deposit Amount	Trading Volume	Transaction Fees *
Up to 5000	< 2 lots	YES
Between 5001 and 20000	< 5 lots	YES
Between 20001 and 50000	< 7 lots	YES
Between 50001 and 100000	< 15 lots	YES
Above 100001	< 25 lots	YES

\*Transaction Fees according to payment provider.

\*\*the below rates are subject to change without prior notice.

Rates for VISA , Mastercard, and other Alternative Payment Methods		Fee for Wire
Processing fee	2.15%	
Transaction fee	2.20%	
Refund fee	2.20%	
<b>Total Fees</b>	<b>6.55%</b>	<b>\$15</b>

\*\*\*the below rates are subject to change without prior notice.

Rates for Cryptocurrencies	
USDT fee	25
USDT (TRC20)	2.5
BTC	0.0005

18.5 Please note that we are required to act in accordance with the Applicable Laws and Regulations at all times and that any failure to complete any information requirements we may set at our discretion acting reasonably with respect to Clause 7 (Money laundering, sanctions and financial crime prevention) may affect your ability to withdraw funds.

18.6 Client profits are not affected and can be withdrawn freely.

18.7 The minimum Withdrawal amount is \$100.

## 19. Charges, trading fees and commissions, Inactive Account, Dormant Account

19.1 At this time Sanus does not charge brokerage fees or commissions, however we reserve the right to change our fee structure at any time, provided we give you advance notice thereof.

Fees do not currently, but may in the future, include such things as statement charges, Order cancellation charges, Account transfer charges, or fees imposed by any market or other regulatory or self-regulatory organization arising out of our provisions of services.

19.2 You acknowledge and confirm that any Trading Account held with Sanus where you have not:

- a) placed a trade;
- b) opened or closed positions; and/or
- c) made a deposit into the Account,

**For a period of 2 months (60 days) or more**, shall be classified by us as an inactive account (“**Inactive Account**”). The aforementioned 2-month period shall be interrupted and re-commenced (i.e. from day 1) upon you placing a trade, opening or closing a position and/or making a deposit.

You further acknowledge that Sanus reserves the right to charge a monthly fee (“**Inactivity Fee**”) relating to the maintenance, administration and compliance management of such Inactive Accounts. The exact fee schedule will be calculated according to the currency denomination of the Trading Account and is set out as follows: USD50 (or GBP50 or EUR50, according to Account currency of the Account) or as charged by Sanus. You further consent and agree that it is not requisite Sanus to explicitly inform you before or when your Trading Accounts are to be categorized as an Inactive Account or charged the Inactivity Fee.

You further agree that any Account that is **inactive for a period of 4 (four) months (120 days)** will be considered as dormant (“**Dormant Account**”). Once categorized as Dormant Account, a dormancy fee (“**Dormancy Fee**”) will apply, which fee will be the greater of USD200 and 3% (three percent) of the Balance. The Dormancy Fee will be charged either until the Balance has been reduced to zero, or your Account is reactivated. We will not take any additional funds from any registered payment methods, as this only applies to funds within your Balance.

We reserve the right to charge the Inactivity Fee or Dormancy Fee for any month in which we had the right to charge it but did not do so.

19.3. For the reactivation of an Inactive Account and or a Dormant Account, you must contact Sanus. The Inactive Account and/or Dormant Account will then be reactivated subject to, if required, up-to-date Client identification documentation to be provided to Sanus.

19.4. Where a Client has more than 1 (one) Account and at least one of his Accounts is active, then no Inactivity Fee will be applied, even where one or more of the Client’s other Accounts has met the inactivity criteria.

## 20. Representations and warranties

20.1 If you are a natural person, you represent and warrant to us on the date of this Agreement comes into effect and again on the date of each Transaction that:

- a) you are of legal age for the purposes of entering into this Agreement, which is legally binding on you in accordance with the laws of the jurisdiction in which you reside as well, as the jurisdiction in which the Transaction is effected; and you have full legal capacity to enter into this Agreement; and
- b) you are at least 18 (eighteen) years’ old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is true and correct.

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20.2 We reserve the right to ask for proof of age from you and any third party or other source and your Account may be suspended until satisfactory proof of age is provided. We may, at our sole discretion, refuse to offer our products and services to any person or entity and change its eligibility criteria at any time.

20.3 If you are a legal entity or body, you represent and warrant to us on the date this Agreement comes into effect and again on the date of each Transaction that:

- a) you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted;
- b) execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement has been duly authorized by you and has been disclosed to us providing all the necessary information and/or documentation;
- c) you have all necessary authority, powers, consent, licenses, and authorizations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transactions; and
- d) the persons entering into this Agreement and each Transaction on your behalf have been duly authorized to do so and are disclosed to us giving details of the relationship with you by providing all necessary documentation.

20.4. You represent and warrant to us on the date this Agreement comes into effect and again on the date of each Transaction that:

- a) this Agreement, each Transaction and the obligations created under them are binding upon you and enforceable against you in accordance with their terms of any legislation, regulation, order, charge, rules of professional conduct or agreement by which you are bound;
- b) you are not located in any banned jurisdiction. We reserve the right to request any additional information which we deem necessary, in form and content satisfactory to us, in order to verify compliance with this paragraph;
- c) you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction. In case you wish to open, either in the present time or in the future, more than one Account with us either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required that you 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);
- d) any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;
- e) you are willing and financially able to sustain a total loss of funds resulting from Transactions and the entry into Transaction is appropriate for you;
- f) except as otherwise agreed by us, you are the sole beneficial owner of all funds which you transfer to us under the Agreement, free and clear of any security interest whatsoever;
- g) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority powers, consents, license and authorizations referred to in this clause;
- h) you will use all reasonable steps to comply with all Applicable Laws and Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us;
- i) you will not send Orders or otherwise take any action that could create a false impression of the demand or value for an underlying Financial Instrument, nor will you send Orders which we have reason to believe are in breach of Applicable Laws and Regulations;
- j) you shall not take unfair advantage of the Account(s) you may maintain with Sanus to the disadvantage of Sanus or engage in any behaviour which could be considered as abusive of our trading systems, including but not limited engaging in any practices for the purpose of deriving a benefit from delays in the prices, to trade at off-market prices and/or outside trading hours, to abuse the system from trading at manipulated prices and/or to introduce any plugs or other automated features that impact the operation of the Electronic Trading Platforms. Practices in which you engage which allow you to derive a benefit without being subject to downside risk, shall be presumed to be abusive;

- k) upon demand, you will provide us with such information as we may reasonably require to prove that matters referred to in this clause or to comply with any Applicable Laws and Regulations;
- l) you will not use our Services, systems and/or facilities for abusive purposes aiming to defraud us and you agree to comply with our instructions should such behaviour be identified or suspected by us; and
- m) you have read and understood all the Policies and your entry into this Agreement is subject to the provisions contained therein.

## 21. Exclusions, limitations and indemnity

21.1. In the absence of gross negligence, wilful misconduct or fraud on our part, neither we, nor any of our directors, officers, employees, agents or Associates shall be liable for any losses, damages, costs or expenses suffered by you (including loss suffered as a result of inability to trade howsoever caused or loss suffered as a result of us not allowing you to trade in accordance with the terms of this Agreement) and we hereby exclude liability to the fullest extent permitted by law, in respect of any loss, whether direct or indirect, actual or potential, pecuniary or otherwise suffered by you as a result of any act or omission on our part.

21.2. In no circumstance, shall we have liability for any direct or indirect losses, expenses, loss of profit or opportunity suffered by you or any third party, whether arising under contract, tort or otherwise, 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.

21.3 Nothing in this Agreement shall limit or exclude our liability for death or personal injury. You will indemnify us for losses suffered by us a result of your failure to observe your obligations, including without limitation, our obligations under Clause 7 (Money laundering, sanctions and financial crime prevention)

21.4. This indemnity covers *inter alia* our legal and debt collection expenses or any other expenses incurred by us in protecting our rights or defending any action brought against us in respect of such breach and losses suffered by us as a result of any third persons accessing our systems and trading through your devices.

21.5. Without limitation, we do not accept liability whatsoever for any adverse (or other) tax implications of any Transactions.

21.6. There are several factors which may lead to price slippage (for example, market data latency, the speed of Clients' internet connection, or high market volatility). Such movements may be to your favour or may be to your disadvantage. You hereby agree that:

- a) our duty to you is to ensure that such slippage is applied at symmetric parameters and, in doing so, we discharge our duty to treat you fairly; and
- b) in case of slippage in the market price, the Order may be executed at a price materially different to the price indicated on the screen at the time of placing the Order.

In addition, under circumstances which may lead to slippage, it may not be possible to place any Stop Loss and/or Take Profit Orders until right after the execution of an Order. When working large CFD positions, we may execute a hedge in the market for the underlying instrument before filing your Order at the average price of the full volume of the hedge, but we note that any price improvement during the process will be passed back to you. Whilst we shall at all times comply with our obligations under the Applicable Laws and Regulations, including our obligations in respect of conflicts of interest and execution of your Orders, and shall aim to allocate the results of any price slippage or market gapping.

21.7 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 any Electronic Trading Platform or in case of fluctuations of the Price of the underlying Financial Instrument of the CFD as offered in the market. In the event we offer you a new quote, you have the right to either accept it or refuse and this cancel the execution of the Transaction.

21.8. Without prejudice to the *above*, we do not accept any liability on the effect of any delay or change in market conditions, including market price caused on any Transaction.

21.9. Without prejudice to the generality of the *above*, we shall not be liable to you for any partial- or non-performance of our obligations hereunder by reason of any Force Majeure Event; provided, however, that in cases of Force Majeure Events occurring we shall, to the extent reasonably possible under the circumstances, act in accordance with our duty of Treating Customers Fairly and other regulatory obligations, and shall use reasonable efforts to minimize the effect of the Force Majeure Event on the Services to be provided by us hereunder.

21.10. We are the owners and have the right of use of the Electronic Trading Platforms which are used for the provision of services under this Agreement. As such, and subject to any other relevant provisions contained herein, we are the party responsible to you for the proper performance of the Trading Platform.

21.11. Where we offer to our Clients the opportunity to use and/or benefit from third-party services, such as investment analysis, 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 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, introducers and Group companies provide any form of investment management, investment advice or recommendation.

21.12. Subject to Clause 13 (Negative Balance Protection) which we provide to you, you shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit Balance on any of your Accounts with us and, on a full indemnity basis, 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.

21.13. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under the Applicable Laws and Regulations, which may not be excluded or restricted thereunder.

## 22. Conflicts of interest

22.1. We manage conflicts of interest depending on the conflict and how this arises. Where such conflict arises and cannot be managed, we reserve the right to give you notice of termination.

You acknowledge, agree and accept that you have referred to our Conflicts of Interest Policy for further information regarding how we seek to manage conflicts of interest that may arise when we provide the Services to you.

Upon request, we will provide you with our Conflicts of Interest Policy (also available on our Website).

## 23. Research

23.1. We, our Associates and/or member of our Group may provide you and other clients through our various communications channels, with investment research or other information that may recommend or suggest an investment strategy, explicitly or implicitly, concerning one or several Financial Instruments or the issuers of Financial Instruments, including any opinion as to the present or future value or price of such instruments (“Research”)

**23.2. You hereby acknowledge that any such Research is not prepared for any single Client and is distributed widely to a number of persons. As such, it is not prepared taking into account your particular circumstances**

**and does not constitute a personal recommendation presented as suitable for you based on a consideration of your circumstances, NOR DOES IT CONSTITUTE INVESTMENT, LEGAL, TAX OR OTHER ADVICE.** Where Research or trading recommendations are provided to you, these are provided solely in order to enable you to make your own investment decisions.

23.3. Furthermore, nothing contained in any Research material shall be construed as an offer on our part to buy or sell or otherwise deal in any Financial Instrument or provide any particular service.

23.4. Research, which is distributed, may reach different Clients of ours at different times and may not be correct or accurate at the time at which it is received. **Neither we, nor any of our Associates or members of our Group are under any obligations to update any Research distributed.** In general, whilst we comply with the requirements of the Applicable Laws and Regulations in producing and distributing Research, we do not guarantee the accuracy or correctness of the Research distributed. **Whilst reasonable care is taken to ensure that all statements and opinions contained constitute reasonably founded assumptions and conclusions on the date on which they are made, they must not be construed as a representation that the matters referred to therein will occur.**

23.5. Where any Research contains any restrictions as to who may receive it, you shall take all such measures as are reasonable in the circumstances in order to ensure that this requirement is met.

23.6. Our Conflicts of Interest Policy discloses the circumstances when we, our Associates, members of our Group may hold long or short positions in any Financial Instruments to which the Research refers and/or may hold positions which are opposite to those of the possible direction of any Research which is distributed. Other clients of ours may also engage in similar practices as the above.

23.7. Research contains a number of regulatory disclosure designed to meet the requirements of the Applicable Laws and Regulations. You should read and consider carefully any disclosures or disclaimers, which appear in published Research.

23.8. You shall refer to our Conflicts of Interest Policy for further information on how we manage conflicts which would affect the impartiality of Research provided to you. You may request further details in relation to conflicts of interest which may arise in relations to Research provided to you.

## 24. Market abuse

24.1. You hereby acknowledge that the Liquidity Provider may at any time enter into hedging transactions in order to hedge its risk in relations to Transactions entered into with you.

24.2. You further acknowledge that it is possible that through the above-mentioned hedging, Transactions which you enter with us may constitute insider trading on the basis of privilege or confidential information or have a distorting effect on the relevant market or otherwise trigger or constitute a breach under the Applicable Laws and Regulations.

24.3. Further to acknowledgement of the *above*, you hereby undertake not to enter into transactions which could have such distorting effects of which would otherwise trigger or constitute a breach under the Applicable Laws and Regulations, including but not limited to:

- a) not dealing where you may be in possession of privileged confidential information which, if publicly known, would have a significant impact on the prices of underlying Financial Instruments; and
- b) not undertaking any aggressive or abusive trading which may cause us not to be able to discharge our regulatory obligation of upholding fair and orderly markets.

24.4. In the case in which we reasonably suspect that any of your Transactions has been entered into in breach of the above undertakings, we may take such action as we deem necessary in order to mitigate the effects of your Transaction and prevent breach, or continuance of breach, of the Applicable Laws and Regulations, including filing relevant reports (with respect to insider trading or market abuse) to appropriate regulatory



authorities and placing filters or limits on your Account and the CFDs that you may trade in. You undertake to disclose fully to us, even where we may not directly ask you, when you may potentially be an “insider” by virtue of your shareholding or position in the Board of Directors or any management or governing body of an issuer of any Financial Instrument.

24.5. We aim to provide efficient trading liquidity in the form of streaming, tradable prices for most of the Financial Instruments we offer on our Electronic Trading Platforms. 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. Should you engage in any trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as ‘sniping’), or should we determine, in our 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, including without limitation the following:

- 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;
- d) coordinated transactions by related parties in order to take advantage of system updates;
- e) Orders placed on the basis of privileged confidential information,

we shall have the right to take any of the following actions:

- a) adjust the price spreads available to you; and/or
- b) restrict your access to streaming, instantly tradable quotes, including providing manual quotations only; and/or
- c) 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
- d) reject an Order or cancel a trade; and/or
- e) in the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country; and/or
- f) immediately terminate this Agreement; and/or
- g) take legal action for any losses suffered by Sanus or the Group.

## 25. Personal Data

### SOUTH AFRICAN CITIZENS

#### 25.1. Data Protection under the Protection of Personal Information Act, Act No. 4 of 2013 (POPIA)

- a) INFORMATION OFFICER: The Compliance Officer is the Information Officer for the purposes of POPIA .

25.2. Unless inconsistent with the context, the terms set out below mean the following for the purposes of this paragraph:

**Etilep** means Etilep Limited, incorporated with registration No. HE 045229;

**Group** means Etilep, including: (i) its subsidiaries and affiliates; (ii) us; and (iii) any successors in title and assigns;

**Personal Information** means information relating to an identifiable, living, natural person, and where applicable, an identifiable, existing juristic person, including, but not limited to:

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;
- (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- (d) the biometric information of the person;
- (e) the personal opinions, views or preferences of the person;

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- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

**Processing** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including -

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

**Process** and **Processed** will have a similar meaning to Processing when used herein.

**25.3. CONSENT TO COLLECTION:** You consent to us COLLECTING your Personal Information from you and, where lawful and reasonable, from public sources for fraud prevention and compliance purposes, as well as the purposes set out herein.

**25.4. CONSENT TO SHARE:** You acknowledge and agree that it may be necessary for us to SHARE your Personal Information from time to time within the Group and with regulatory bodies (such as the FSCA or FIC, or similar); and that we will only do this when appropriate or necessary, in order to provide the products and/or services to you and to comply with the laws and our policies and procedures.

You consent to us providing your Personal Information to the aforementioned third parties for these purposes.

**25.5. CONFIRMATION RE THIRD PARTY INFORMATION:** You confirm that, if you give us Personal Information about or on behalf of another person (including but not limited to: Authorized Persons, Account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised to:

- a) give us the Personal Information of those third parties;
- b) consent on behalf of those third parties to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and from the country where the products or services are provided; and
- c) receive any privacy notices on behalf of those third parties.

**25.6. CONSENT TO PROCESSING:** You consent to our Processing your Personal Information:

- a) for the purpose of providing products and services to you in terms of any agreements concluded between us and you;
- b) for the purpose of providing any other products and services for which we may offer to you and for which you may apply;
- c) for the purpose of carrying out statistical and other analyses to identify potential markets and trends and evaluate and improve our business (which includes improving existing and developing new products and services);
- d) in countries outside the country where the products or services are provided, which countries may not have the same data protection laws as the country where the products or services are provided - where reasonably practicable, we will ask the receiving party to agree to our privacy policies if they need access to any Personal Information;
- e) by sharing your Personal Information with any other third parties, where necessary, so that we can provide the products and services to you, locally and outside the country where the products or services are normally provided - where reasonably practicable, we ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to be able to provide their services; and
- f) within the Group.

**25.7. PROCESSING PRACTICES:** You will find our Processing practices in our privacy policies and those of the Group –

these statements are available on our websites or on request to the Compliance Officer.

25.8. TAX AND LEGAL POSITION: If you are unsure about your tax or legal position due to your Personal Information being processed in countries other than where you live, you should procure independent legal advice.

## 26. Communications and Notice

Each Party chooses as their *address for notice (domicilium citandi et executandi)* their respective address set out in this clause for all purposes arising out of, or in connection with, this Agreement, at which address all the processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Party.

26.1. You may communicate with us via our Client Support Department by phone as specified below, through our “*contact us*” page at our Website, or through Live Chat during Business Hours.

Our contact details are as follows:

Name: Sanus Financial Services (Pty) Ltd  
Address: 17 Midas Avenue, Olympus, Pretoria, Gauteng  
Republic of South Africa  
Telephone: +26 210548369

26.2. During times of market event of significant importance or volatility (such as elections, release of major economic data etc.) or as a result of a Force Majeure Event, it is possible that telephone lines may be busy for a prolonged period. Under certain circumstances, communication via telephone or any other means may be unavailable. Sanus will have no liability whatsoever in relation to difficulty in or impossibility of communication in any such circumstances outside of the control of Sanus.

26.3. For the purposes of our communication with you, we will use the communication details provided by you at the Account opening stage, unless you provide us with updated communication details, in which case, we will use such updated communication details in our communications with you. **IT IS YOUR RESPONSIBILITY TO ENSURE THAT AT ALL TIMES THE COMMUNICATION DETAILS WHICH WE HAVE IN RESPECT OF YOU ARE CORRECT.** You will notify us of any change of your information for the receipt of notices, instructions and other communications immediately. We will not be liable for any direct or indirect loss caused as a result of your failure to provide us with correct and valid communication details or to keep us updated regarding any such changes in your communication details.

26.4. If you are unable to communicate with us/ we are unable to communicate with you for whatever reason, in the absence of gross negligence or fraud on our part causing such failure of communication, we shall have no liability for any direct or indirect losses caused to or suffered by you as a result of the said failure of communication.

26.5. Any notice or communication in writing sent under this Agreement by one Party to the other Party is deemed to be effectively received if:

- a) transmitted by way of online chat, when received in legible form; or
- b) delivered by way of letter, addressed to the recipient, at the address last notified to the sender in accordance with the provisions contained herein, then on the next Business Day after being delivered by courier;
- c) posted on an Electronic Trading Platform, as soon as it has been posted;
- d) sent by email, (1) one hour after being sent to the email address of the recipient, provided the email was sent in accordance with the provisions contained herein; and
- e) posted on our Website, within 1 (one) day of posting.

26.6. When we effect a material change to this Agreement or any other document incorporated by reference herein, we will notify you of such change via the email address that you provided to us or through our

Electronic Trading Platforms. You will have **5 (five) days to terminate this Agreement** in the event that you do not agree to the changes notified to you.

26.7. Notifications affecting the contractual framework applicable to our dealings with you will be provided to you via email or other form of electronic communication.

26.8. You acknowledge the possibility of failures in electronic communications, mechanical/ software/system failure and encryption failure and accept such risk when engaging in trading activity with us. Without prejudice to Clause 23 (Exclusions, limitations and indemnity), we accept no liability for such failures which are outside our reasonable control.

26.10. We may act upon any communications which reasonably seem to emanate from you, without liability on our part. We shall have no liability for any loss suffered by you as a result of any unauthorized use of your passwords or other login credentials used to access our Electronic Trading Platforms and unauthorized access to devices used by you to carry out trading activity or give instructions to us or otherwise communicate with us.

26.11. **Statements** As per the above provisions, statements will be provided to you electronically. Given the nature of our dealing relationship, being online trading, you hereby agree that provision of statements of your Account electronically as opposed to paper form are more appropriate in the context of our relationship.

26.12. You can access your statements online at any time *via* our Electronic Trading Platform. You may request to receive your statement monthly or quarterly via email, by providing such a request to the support department.

26.13. Subject to Applicable Laws and 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. Orders or instructions given to you via email or other electronic means will constitute evidence of the Orders or instructions given.

26.14. You agree to keep adequate records in accordance with Applicable Laws and Regulations to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.

26.15. Where our communications constitute marketing communications, they will be identified as such.

26.16. This Agreement is provided to you in English and we will continue to communicate with you in English for the duration of this Agreement. However, where possible, we may communicate with you in other languages in addition to English. In the case of conflict between communications in English and communications in another language, the provisions of the English version shall prevail.

26.17. Any reports, confirmations or statements containing the details of any OTC trades which we/the Liquidity Provider enter into with you shall serve as a reconciliation tool for the purposes of EMIR.

## 27. Recording of telephone calls and record keeping

27.1. We record all telephonic conversations with you and monitor and maintain a record of all e-mails sent by or to us or chats between you and us. Our Electronic Trading Platforms generally contain a record of all Transactions and trades conducted over the Trading Platform. All such records are our property and can be used by us in the case of a dispute. We will maintain records for a minimum of 5 (five) years from the date of each relevant transaction.

- a) You herewith consent, under the Applicable Laws and Regulations, to the recording of any telephonic conversations with you.

27.2. We may keep in our records any of your Personal Data that we receive hereunder for a period of minimum 5 (five) years after the date of termination or expiration of this Agreement.

## 28. Direct communications

28.1. You agree that we may, pursuant to the terms contained in this Agreement, from time to time make direct contact with you by telephone, email or other electronic communication means. You consent to such communication and acknowledge that such communication would not be considered by you as being a breach of any of your rights under any of the Applicable Laws and Regulations, or the terms of this Agreement.

28.2. Whether you have been introduced to us by any Introducer or you have been contacted by us by any means, you hereby agree that upon your acceptance of this Agreement by clicking the acceptance button at the registration stage, you agree that such communication does not give rise to any cause of action against us in relation to the means by virtue of which such communication and introduction was made.

28.3. We may use third parties for marketing purposes. Such third parties may be Group companies or other service providers. We are responsible for the selection and terms of engagement of such service providers. We maintain full responsibility at all times for the conduct of business and work by such service providers, including to ensure that their communication is at all times clear, fair and not misleading. We have in place arrangements and procedures which aim to prevent conflicts of interest from arising due to such arrangements and to control and monitor the activities of such third parties and the representations which they make in relation to us, our services and the Group. Where it comes to our attention that any such third parties are making any unauthorized or incorrect representations, we shall take reasonable steps in order to remedy the consequences of this. You may bring to our attention any such representations which you deem to be incorrect and we shall take all reasonable actions as are necessary in order to address valid concerns or issues which arise. Further details regarding complaints are set out in Clause 31 (Complaints). You acknowledge that prompt, accurate and descriptive information provided to us for the aforementioned purpose will better enable us to take remedial action. Where our arrangements with such third parties give rise to a conflict or potential conflict of interest, this will be described in our Conflicts of Interest Policy.

## 29. Complaints

29.1. You hereby acknowledge the Complaints Handling Policy of Sanus, which can be found at our Website, as the manner in which complaints are handled by us.

## 30. Your tax position

30.1. **WE DO NOT PROVIDE TAX ADVICE.** It is your responsibility to remain informed at all times as to your tax liabilities arising out of your trading activity with us including any changes to your tax position.

30.2. Your tax treatment depends on your own personal circumstances and may be subject to changes.

30.3. Where we are required under Applicable Laws and Regulations (as these may be applicable to us and or you) including the OECD's Common Reporting Standards ("CRS") as these are adopted and apply to us, any inter-governmental agreement to make any deductions for tax purposes prior to making any payment to you, we shall make all such deductions as are required prior to making any payment to you. Such deductions may be required indicatively where you fail to provide us with any information required under CRS, or FATCA if you are a USA citizen.

30.4. We may at any time be required under the provisions of Applicable Laws and Regulations, to provide information about you or your tax position to any regulatory body or authority. You hereby consent to us providing such information about you in these circumstances.

30.5. Where we or any of our Associates are required under FATCA to do so, you agree that we shall collect, process, store and directly or indirectly report, all and any such information in such manner and time as may be required for the purposes of compliance with our or their obligations under FATCA, whether these are

imposed on us or them directly or indirectly by virtue of the legal and regulatory framework or any agreement to which we or our Associates are or may be subject to from time to time.

30.6. Where you or (in the case of legal entities) any of your direct or indirect shareholders or other persons related to you constitute US Reportable Persons, you hereby agree to provide us with all such information and documentation in such form and within such timeframes as may be required in order to allow us to comply with our obligations under FATCA.

30.7. You shall inform any persons related to you that constitute US Reportable Persons of our right to make FATCA related disclosures pursuant to this Agreement. Neither we nor our Associates shall be liable to you or any of your related US Reportable Persons in relation to which a disclosure is made pursuant to this Clause 32. You hereby waive any right to object to any such disclosure being made, in relation to you or any of your related US Reportable Persons.

## 31. Governing law and jurisdiction

31.1. This Agreement, and all non-contractual claims or disputes between us, are governed by and shall be construed in accordance with the laws of the Republic of South Africa

31.2. South African courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

## 32. Miscellaneous

32.1. Subject to the obligations which we owe to you under the Applicable Laws and Regulations, if we exercise any of our rights hereunder without giving you notice, we shall give you notice as soon as reasonably practicable thereafter, without being in breach of any provision of the Applicable Laws and Regulations.

32.2. The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law.

32.3. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you.

32.4. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

32.5. Termination of this Agreement shall not affect any accrued rights or remedies to which either Party is entitled.

32.6. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

32.7. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

32.8. We may be required to submit to FSCA, or any other competent regulatory authority with jurisdiction over us, information as to your Transactions and also summary information and statistics with respect to all or certain categories of our Clients (as such categories maybe set by the relevant regulator). This may include information on winning and loss-making Client accounts, best execution statistics and other information. You agree and consent to us processing data for your Account for such purposes.

32.9. Distance Marketing of Financial Services to Consumers: Under the Distance Marketing Consumer Financial Services Law of South Africa, we are required to provide certain information in agreements entered into with our Clients that are concluded exclusively through means of distance communication (e.g. Telephone, fax, e-mail or internet).

- a) **YOUR RIGHT TO CANCEL:** As the majority of the products and Services we provide are dependent upon fluctuations in the financial markets outside our control and relate to trading on an OTC basis, you will not be afforded any rights to cancel the Services provided under this Agreement once those Services have been provided. However, where you do have a right to cancel Services after they have been provided, this right to cancel will expire fourteen (14) calendar days after you receive this Agreement or are deemed to have received the products and/Services, whichever occurs later. Please note that the right to cancel Services is significantly limited because of the nature of the CFDs and Services you receive hereunder. You can exercise this right to cancel by contacting our Client Support Department in writing. If you exercise your right to cancel you may have to pay charges up to the date of cancellation. If you fail to exercise your right to cancel within fourteen (14) calendar days, you will be bound by this Agreement.