

TERMS AND CONDITIONS

CLIENT AGREEMENT

This agreement is entered into between Velocity Trade Financial Services Proprietary Limited, duly registered as a financial services provider under the FAIS Act, and the Client and sets out the terms and conditions on and subject to which Velocity Trade Financial Services Proprietary Limited and the Client will enter into Transactions.

This agreement forms part of this online application and consists of the following documentation -

- 1 Terms and Conditions of Client Agreement
- 2 Risk Disclosure Statement
- 3 Intermediary Disclosure Statement
- 4 Asset Swap Mandate
- 5 Foreign Investment Mandate
- 6 Privacy Policy

CLIENT AGREEMENT

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RISK DISCLOSURE STATEMENT

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ASSET SWAP MANDATE

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PRIVACY POLICY

TERMS AND CONDITIONS

1 INTERPRETATION AND DEFINITIONS

- 1.1 Unless otherwise stated or inconsistent with the context in which they appear, the following expressions shall bear the following meanings and cognate expressions shall bear corresponding meanings -
- 1.1.1 “**Abnormal Market Conditions**” means that, in the opinion of Velocity Trade, abnormal, emergency or unusual conditions exist in Securities, the effect or likely effect of which is that the prices or availability of any Security is materially affected;
- 1.1.2 “**Account**” means, in relation to the Client, a running account maintained by Velocity Trade for the purpose of recording certain credits and debits in relation to Transactions and other financial requirements, as set out or described in this Agreement;
- 1.1.3 “**the/this Agreement**” means the Application Form, the Risk Disclosure Statement, the Intermediary Disclosure Statement, the Privacy Policy, the Product Schedules per the website and the terms and conditions as set out in this document and all other Appendices and schedules to these terms and conditions, any other document expressed by Velocity Trade to be part of this agreement and any variation, novation or replacement of it;
- 1.1.4 “**Appendices**” means the appendices attached to these terms and conditions and “**Appendix**” shall mean any of them as the context may indicate;
- 1.1.5 “**Applicable Law**” includes each law, regulation, by-law, code, notice, directive and order in South Africa which -
- 1.1.5.1 applies to the conduct by Velocity Trade of its business; or
- 1.1.5.2 applies to the performance by Velocity Trade or the Client of its obligations under this Agreement or any Transaction; or
- 1.1.5.3 otherwise applies to Velocity Trade or to the Client;
- 1.1.6 “**Application Form**” means the application form and account opening documentation completed by the Client and submitted to Velocity Trade;
- 1.1.7 “**Authorised Representative**” means a person or juristic entity authorised as contemplated by the FAIS Act to represent Velocity Trade in providing financial services;
- 1.1.8 “**Authorised Dealer**” means, in relation to any Transaction in respect of foreign exchange, a person authorised by the South African National Treasury to deal in foreign exchange;
- 1.1.9 “**Asset Swap Facility**” means Velocity Trade’s institutional foreign portfolio investment allowance calculated with reference to its assets under management;
- 1.1.10 “**Associate**” means, in the case of Velocity Trade only, each of its Related Companies and Service Providers;
- 1.1.11 “**Business Day**” means a day other than a Saturday, Sunday or public holiday in the Republic of South Africa or the applicable offshore jurisdiction of the Transaction;
- 1.1.12 “**Client**”, “**you**” and “**your**” means the entity or person who has submitted the Application Form and agreed to be bound by the terms and conditions of this Agreement and who has been notified by Velocity Trade that its application has been accepted;

- 1.1.13 **“Client Money”** means, in relation to the Client -
- 1.1.13.1 all money which -
- 1.1.13.1.1 in the course of carrying on its business of dealing in Transactions, Velocity Trade or any person on its behalf holds for, or receives from or on behalf of, the Client; and
- 1.1.13.1.2 is not immediately due and payable on demand to Velocity Trade or that other person for its own account; and
- 1.1.13.2 where the money is required by any annexure to be held in a Segregated Funds Account, all such money held in a Segregated Funds Account;
- 1.1.14 **“Close Out Formula”** means the standard formula or formulae used by Velocity, at the time of termination of a Transaction, to determine any Settlement Amount;
- 1.1.15 **“Commencement Date”** means the date on which Velocity Trade notifies the Client that, having received and accepted a duly completed and transmitted Application Form and completed all further checks or enquiries that Velocity Trade deems necessary or desirable, the Client’s application has been accepted;
- 1.1.16 **“Confidential Information”** means in relation to the Client and Velocity Trade and each of its Associates -
- 1.1.16.1 the know-how, trade secrets, technical processes, information relating to pricing, market share, products, finances, clients or suppliers, the right to all lists of clients and suppliers of that party or of any of its Associates; and
- 1.1.16.2 other information relating to that party or to any of its Associates and their respective businesses, which by its nature, or by the circumstances of its disclosure to the holder of the information, is or could reasonably be expected to be regarded as confidential;
- 1.1.17 **“Confirmation”** –
- 1.1.17.1 means, in relation to a Transaction, a document or other confirming evidence delivered to one party by the other party, exchanged between the Parties, available by way of an Electronic Trading Platform or otherwise effected, and whether by way of the Electronic Trading Platform or otherwise, in each case for the purposes of confirming or evidencing that Transaction; but
- 1.1.17.2 does not include an electronic mail or text message, unless Velocity Trade specifies otherwise in that electronic mail or text message or otherwise in writing;
- 1.1.18 **“Corporate Action”** means an event (including a dividend payment, corporate restructuring, rights issue, bonus issue or share buy-back) initiated by a company that affects the securities issued by that company, including but not limited to the events contemplated in clause 11;
- 1.1.19 **“CIS”** means a “collective investment scheme” as defined in section 1 of the Collective Investment Schemes Control Act, 45 of 2002;
- 1.1.20 **“Disclosure Statement”** means a document containing important information about Velocity Trade and general information about your rights and Velocity Trade’s duties in terms of the FAIS Act;
- 1.1.21 **“Exchange”** shall have the meaning ascribed to it in the FM Act;
- 1.1.22 **“External Exchange”** shall have the meaning ascribed to it in the FM Act;

- 1.1.23 “**Exchange Control Laws**” means the laws, regulations, directives and rules applicable to exchange control in South Africa, including the Currency and Exchanges Act, 9 of 1993 and the Exchange Control Regulations as promulgated by Government Notice R.1111 of 1 December 1961, as amended from time to time;
- 1.1.24 “**Electronic Trading Platform**” means an electronic trading platform referred to in clause 5, made available by Velocity Trade to the Client, including by way of the Internet, for the purposes, among other things, of entering into certain types of Transactions;
- 1.1.25 “**FAIS Act**” means the Financial Advisory and Intermediary Services Act, 37 of 2002, as amended;
- 1.1.26 “**FIA**” means the foreign investment allowance which a South African resident is entitled to invest outside of the common monetary area in terms of Exchange Control Laws;
- 1.1.27 “**Financial Product**” means a “financial product” as defined in [section 1](#) of the FM Act;
- 1.1.28 “**FM Act**” means the Financial Markets Act, 19 of 2012, as amended;
- 1.1.29 “**Force Majeure**” means any event or cause beyond the reasonable control of Velocity Trade, including
- 1.1.29.1 Abnormal Market Conditions; or
 - 1.1.29.2 an act of God, inevitable accident, fire, lightning, cyclone, earthquake, landslide, volcanic eruption or other natural phenomenon; or
 - 1.1.29.3 sabotage, revolution, insurrection, act of war (whether declared or not) or war-like operations; or
 - 1.1.29.4 a confiscation or expropriation, embargo, quarantine restriction or any like event; or
 - 1.1.29.5 any strike, dispute or lockout; or
 - 1.1.29.6 an epidemic, toxic emission or any like event; or
 - 1.1.29.7 a requirement, restriction, prohibition, intervention, law, regulation, decree or other legally enforceable order of any Government; or
 - 1.1.29.8 an explosion, nuclear accident or any like event; or
 - 1.1.29.9 a telecommunications, network, power or equipment failure or damage, or power or water shortage,
- as a result of which, in each case in the opinion of Velocity Trade, it is impossible, impractical or illegal for Velocity Trade to perform and comply with any of its obligations under this Agreement or any Transaction;
- 1.1.30 “**Foreign Exchange**” means any currency other than currency which is legal tender in South Africa, Lesotho, Namibia and Swaziland, including but not limited to bills of exchange, letters of credit, money order, postal order, promissory note, travellers cheque or any other instruments of foreign exchange;
- 1.1.31 “**FSB**” means the Financial Services Board, established by section 2 of the Financial Services Act, 97 of 1990, as amended;
- 1.1.32 “**Intellectual Property Rights**” means all patents, copyrights, trade secrets, trademarks, service marks, trade names and all other intellectual property rights;
- 1.1.33 “**Interest Earning Amount**” means the amount, as determined in accordance with clause 7 in an Account on which Velocity Trade agrees from time to time to pay interest;

- 1.1.34 "JSE" means, as the context requires, either JSE Limited, registration number 2005/022939/06, a public company incorporated in accordance with the laws of South Africa and licensed to operate an exchange under the FM Act, or the securities exchange operated by that company;
- 1.1.35 "Licensor" means each licensor of any software utilised by Velocity Trade in relation to an Electronic Trading Platform;
- 1.1.36 "Limit Order" means, in relation to a Transaction, an order placed by the Client with Velocity Trade to enter into that Transaction when the applicable Exchange or applicable External Exchange security price reaches a predetermined level;
- 1.1.37 "Market Order" means an Order to buy or sell Securities as soon as possible at the price obtainable in the market;
- 1.1.38 "Normal Trading Hours" means official trading times set by the JSE or any other applicable Exchange or External Exchange;
- 1.1.39 "Order" means an instruction by the Client to open or close a position in respect of any particular Security;
- 1.1.40 "the Parties" means the Client and Velocity Trade and "Party" means any of them as the context may indicate;
- 1.1.41 "Privacy Policy" means the privacy policy on the Website which forms part of this Agreement;
- 1.1.42 "Product Schedule" means, at any time, any schedule, addendum or other document, by whatever name, issued by Velocity Trade and any of its Associates containing its rates, fees, commissions and charges applicable to Transactions at that time, which is either published on the Website from time to time or otherwise available on request from Velocity Trade, it being recorded that these may be published as separate documents or a single document from time to time;
- 1.1.43 "Public Authority" means -
- 1.1.43.1 any government in any jurisdiction whether national, federal, state, regional, territorial or local; and
- 1.1.43.2 any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or any state-owned enterprise; and
- 1.1.43.3 the FSB;
- 1.1.44 "Related Companies" means Velocity Trade Capital (Pty) Ltd (registered in South Africa), Velocity Trade Limited (Australia) with Australian Financial Services License (AFS) No. 329813, Velocity Trade Capital Limited (Canada) which is a member of the Investment Industry Organization of Canada (IIROC), the Canadian Investor Protection Fund (CIPF) and a participating organization of the Toronto Stock Exchange, Velocity Trade Limited (New Zealand) which is registered as a Financial Services Provider FSP20003 and Velocity Trade International Limited (registered in the United Kingdom) which is authorized and regulated by the Financial Conduct Authority (FCA Registered Number 497263);
- 1.1.45 "Representative" means, in relation to any Party, each of its officers, directors, employees, agents and representatives;
- 1.1.46 "Risk Disclosure Statement" means the document setting out general information in respect of the risks associated with utilising our Services;
- 1.1.47 "Securities" means "securities" as defined in [section 1](#) of the FM Act under the definition of "financial product" and "Security" shall have the corresponding meaning;

- 1.1.48 “**Securities Transfer Tax**” or “**STT**” means the securities transfer tax levied in terms of Securities Transfer Tax Act, 25 of 2007, as amended, which is payable by the buyer when buying shares.;
- 1.1.49 “**Services**” means non-discretionary services including, acting as intermediary on behalf of the Client to purchase and sell and enter into Transactions with or, where applicable, on behalf of the Client;
- 1.1.50 “**Service Providers**” means any entity appointed by Velocity Trade to deliver the Services outlined in this Agreement;
- 1.1.51 “**Security Credentials**” means, in relation to any Trading Platform, any security credentials that the Client uses to access or use the Trading Platform, including any user name, account number, Client ID, one time pin sent to the Client’s cell phone number, user ID and/or password;
- 1.1.52 “**Segregated Funds Account**” means a South African rand, United States Dollar, European Dollar or United Kingdom Pound bank account that, where required by this Agreement (including any annexure hereto), is established and maintained by Velocity Trade in accordance with the provisions of this Agreement (and all annexures hereto), for the purpose of receiving, holding and disbursing Client Money, including client money of other clients of Velocity Trade;
- 1.1.53 “**Settlement Amount**” means, in relation to each Terminated Transaction and the corresponding Termination Date, the Termination Currency Equivalent of the amount calculated by Velocity Trade in accordance with the Close Out Formula necessary to compensate, as the case may be, Velocity Trade (in which case the amount is expressed as a positive number) or the Client (in which case the amount is expressed as a negative number) for that party’s total losses and costs in connection with or consequent upon the termination of that Terminated Transaction on that Termination Date;
- 1.1.54 “**Tax(es)**” includes any VAT, tax, levy, stamp, withholding taxes or other duty and any other charge, deduction or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of these);
- 1.1.55 “**Terminated Transaction**” means a Transaction that is terminated in accordance with clause 24.1.8;
- 1.1.56 “**Termination Date**” means a date for the termination of all or some Transactions either as specified in a Termination Notice or as otherwise provided by this Agreement;
- 1.1.57 “**Termination Notice**” means a notice given by Velocity Trade in accordance with this Agreement terminating all or some Transactions;
- 1.1.58 “**Trading Platform**” means an Electronic Trading Platform.
- 1.1.59 “**Trading Platform Communication**” means any order or instruction or other communication sent by way of the Trading Platform by or on behalf of the Client (or purportedly by or on behalf of the Client);
- 1.1.60 “**Transaction**” means any transaction into which Velocity Trade or its Associates have entered or propose to enter into with or on behalf of the Client involving, or referable to the value of, or granting rights or accepting obligations in respect of or by reference to Securities, a CIS or Foreign Exchange;
- 1.1.61 “**VAT**” means value added tax levied in terms of the Value-added Tax Act, 89 of 1991, as amended;;
- 1.1.62 “**Velocity Trade**”, “**Velocity**”, “**us**” and “**we**” means Velocity Trade Financial Services (Pty) Ltd, Registration No. 2010/010415/07 as authorised financial services provider in terms of the FAIS Act;
- 1.1.63 “**VTFX**”, means Velocity Trade Foreign Services Limited, registered with FINTRAC as a Money Services Business and in the UK registered with Her Majesty’s Revenue and Customs as a Money Broker (Bureau de Change and Money Transmitter).

- 1.1.64 “**Velocity Nominees**” means Velocity Nominees (Pty) Limited Registration No. 2010/015205/07, which is a 100% owned subsidiary of Velocity Trade; and
- 1.1.65 “**Website**” means the website on which the Client completed and submitted the Application Form.
- 1.2 The words written and writing include facsimile communications and electronic mail and any other means of communication resulting in permanent visible reproduction.
- 1.3 The clause headings of this Agreement have been inserted for convenience only and shall not be taken into consideration in its interpretation.
- 1.4 Any references to the singular includes the plural and vice versa and any reference to natural persons includes legal persons and vice versa and reference to any gender includes reference to the other gender.
- 1.5 Any reference in this Agreement to a Party shall include a reference to that Party’s assigns expressly permitted under this Agreement and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party’s liquidator or trustee, as the case may be.
- 1.6 A reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before, or after the date of this Agreement).
- 1.7 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 1.8 The expiry or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.9 The words “include”, “including” and “in particular” shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s.
- 1.10 Terms other than those defined in this agreement will be given their plain English meaning, and those terms, acronyms, and phrases generally known in the financial services industry will be interpreted in accordance with their generally known meanings.
- 1.11 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.12 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in this interpretation clause.
- 1.13 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 1.14 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 1.15 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

- 1.16 The word person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a state and an agency of state (in each case, whether or not having a separate legal personality).
- 1.17 A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assignees.
- 1.18 A reference to something having a material adverse effect on a person is a reference to it having a material adverse effect -
- 1.18.1 on that person's financial condition or operations or on its consolidated financial condition or operations;
or
- 1.18.2 on its ability to comply with its obligations under this Agreement.

2 APPLICATION FORM

- 2.1 It is recorded that the submission of the Application Form amounts to an offer by the Client to enter into this Agreement with Velocity Trade. Either Party can terminate this Agreement at any time as stipulated in clauses 24 and 25 of this Agreement.
- 2.2 By submitting the Application Form and by initiating each Transaction, the Client acknowledges to Velocity Trade that -
- 2.2.1 the Client has received or downloaded, and read and understood, these terms and conditions, all Appendices hereto, Risk Disclosure Statement/s and Disclosure Statement, the Product Schedules per the website and the Privacy Policy; and
- 2.2.2 whether or not this Agreement is specifically referred to and unless the terms of this Agreement are expressly excluded, every Transaction is governed by the terms and conditions of this Agreement.

3 TERM OF AGREEMENT

- 3.1 This Agreement takes effect, and the rights and obligations of each Party commence, on and from the Commencement Date.
- 3.2 This Agreement continues in force until terminated in accordance with its terms or as agreed by the Parties.

4 SCOPE OF AGREEMENT

- 4.1 Provided that the Client complies with its obligations under this Agreement, Velocity Trade may enter into Transactions with the Client as set out in and in accordance with this Agreement and any annexure to this Agreement.
- 4.2 Velocity Trade may, but is not obliged to, enter into any Transaction with the Client or where applicable, on behalf of, the Client.
- 4.3 If Velocity Trade specifies any further type of Transaction that it may enter into with the Client or if Velocity Trade otherwise determines (in its sole discretion) that amendments to this Agreement are necessary, the Client acknowledges and agrees that -
- 4.3.1 Velocity Trade may amend this Agreement including, in the case of any further type of Transaction being specified, to reflect the terms and conditions on and subject to which Velocity Trade will enter into any such Transaction;

- 4.3.2 any such amendment will be notified to the Client by way of the Website or each Electronic Trading Platform or electronic mail or such other form of communication as Velocity Trade determines to be appropriate;
- 4.3.3 a copy of this Agreement, as amended, will be available on Website; and
- 4.3.4 Clients are required to accept amended terms within 30 business days from notification or access to the platform may be suspended. Clients may terminate the Agreement per clauses 24 and 25 in this Agreement if they do not accept amendments. The Client can activate the account at any time after suspension by accepting the new terms.
- 4.4 This Agreement, each Transaction (and, to the extent recorded in a Confirmation, each Confirmation) together constitute a single agreement between the Parties.
- 4.5 The Client acknowledges and agrees that, unless Velocity Trade agrees otherwise in writing -
- 4.5.1 The Transactions will only be entered into on the Client's instructions as provided for in this Agreement and Velocity Trade will at all times have a non-discretionary mandate;
- 4.5.2 Velocity Trade does not provide any advice, recommendation, opinion or guidance in relation to the entry into this Agreement or any Transaction, and Velocity Trade makes no representations to the Client; and
- 4.5.3 The execution of the instructions by the Client shall at no time imply Velocity Trade's approval of any of the Client's investment decisions and entry into of a Transaction by the Client does not mean that Velocity Trade makes a recommendation, holds an opinion or gives guidance to the Client in relation to its entry into of that Transaction.
- 4.6 The Client acknowledges and agrees that Velocity Trade does not intend to and is not required to consider one or more of the Client's objectives, financial situation and needs but that -
- 4.6.1 Velocity Trade may provide general information to the Client that Velocity Trade provides to its clients generally; and
- 4.6.2 that information will not take into account the particular needs, objectives or financial circumstances of the Client.
- 4.7 Subject to the provisions of this Agreement and Applicable Law, the Client hereby authorises Velocity Trade to appoint one or more Authorised Representatives to represent it in the performance of its obligations under this agreement and delegate all or any of its powers and authorities in terms of this agreement to such Authorised Representative.

5 TRADING PLATFORM

5.1 Availability of Trading Platform

- 5.1.1 For each type of Transaction offered by Velocity Trade, the applicable Annexure will specify -
- 5.1.1.1 if an Electronic Trading Platform is available; or
- 5.1.1.2 such other form of Trading Platform that may be used.

5.2 Password-protected Electronic Trading Platform

- 5.2.1 Where an Electronic Trading Platform is available, Velocity Trade will deal with the Client by way of a password-protected electronic trading platform to which the Client has access over the Internet.

5.2.2 The Client acknowledges and agrees that the Client may not transact with Velocity Trade except in accordance with the specified Trading Platform or as may otherwise be agreed by Velocity Trade on a case by case basis.

5.3 Using an Electronic Trading Platform

5.3.1 Velocity Trade may provide an Electronic Trading Platform for the purpose of the Client entering into certain types of Transactions, viewing Confirmations and/or other ancillary services.

5.3.2 The Client agrees to access and use each Electronic Trading Platform in accordance with, and solely for the purposes set out in, this Agreement.

5.3.3 The provision of an Electronic Trading Platform may involve the sub-licensing of Licensor software and/or information systems.

5.3.4 Velocity Trade or the Licensor may, with or without notice to the Client, change the nature, composition, features or availability of an Electronic Trading Platform, provided that such change shall not prevent Velocity Trade from performing the Services.

5.4 Reference to Electronic Trading Platform in Agreement

5.4.1 Velocity Trade may provide one or more Electronic Trading Platforms depending upon the type of Transactions that Velocity Trade is willing to enter into at that time.

5.4.2 A reference to "Electronic Trading Platform" in this Agreement is a reference to the Electronic Trading Platform(s) provided in relation to the relevant type of Transaction.

5.5 Unavailability of Electronic Trading Platform

5.5.1 Where, for any reason, the Client is unable to access and use the relevant Electronic Trading Platform, Velocity Trade may, at its absolute discretion, trade through other means with the Client, such as by telephone.

5.5.2 Velocity Trade shall be entitled to notify the Client of any unavoidable delay in the performance of the rectification of the Electronic Trading Platform and will advise the Client of other means of trading, having regard to the circumstances.

5.6 Acknowledgments and agreements of Client

5.6.1 The Client -

5.6.1.1 acknowledges and agrees that any Electronic Trading Platform is provided on an "as is" basis;

5.6.1.2 acknowledges and agrees that there are significant risks associated with using and relying on a Trading Platform, including risks related to the use of software and/or telecommunications systems, such as software errors and bugs, delays in telecommunications systems, interrupted service, data supply errors, faults or inaccuracies and security breaches;

5.6.1.3 assumes all risk of use or attempted use of a Trading Platform and any data provided by way of a Trading Platform; and

5.6.1.4 acknowledges and agrees that it has no recourse against Velocity Trade or any Licensor in relation to the use or availability of a Trading Platform or any errors in Licensor software and/or related information systems;

5.7 Support and maintenance of Trading Platform

- 5.7.1 The Client -
 - 5.7.1.1 acknowledges and agrees that Velocity Trade has no obligation or responsibility to -
 - 5.7.1.1.1 provide support for or maintenance of any Trading Platform, including by supplying any corrections, updates or new releases; and
 - 5.7.1.1.2 verify, correct, complete or update any information displayed on a Trading Platform.
 - 5.7.1.2 acknowledges and agrees that, subject to clause 5.5.2, Velocity Trade has no obligation or responsibility to –
 - 5.7.1.2.1 inform the Client of any difficulties Velocity Trade or other third parties experience in relation to use of or access to an Electronic Trading Platform or to take any action in relation to these difficulties;
 - 5.7.1.2.2 verify, correct, complete or update any information displayed on an Electronic Trading Platform; and
 - 5.7.1.2.3 take any action in relation to those difficulties.

5.8 Security

- 5.8.1 The Client -
 - 5.8.1.1 assumes full responsibility for any decision in relation to which any data provided to the Client by way of a Trading Platform may be used or relied upon;
 - 5.8.1.2 will make its own independent decision to access or use a Trading Platform or to enter into any Transaction; and
 - 5.8.1.3 acknowledges and agrees that no Trading Platform serves as the primary basis for any of the Client's investment decisions concerning its accounts or its managed or fiduciary accounts;
 - 5.8.1.4 agrees to ensure the security and confidentiality of all Security Credentials;
 - 5.8.1.5 agrees and acknowledges that, if any person accesses or uses a Trading Platform using a Security Credential, the Client is liable for the conduct of that person and the person's compliance with this Agreement, whether or not the Client authorises the access and/or use;
 - 5.8.1.6 acknowledges and agrees that, if Velocity Trade determines that the security surrounding any Trading Platform or the security or confidentiality of any Security Credentials is or has been breached, Velocity Trade may terminate, revoke, suspend, modify or change any or all of the Security Credentials at any time with or without prior notice; and
 - 5.8.1.7 acknowledges and agrees that where a Trading Platform requires the use of Security Credentials, all Trading Platform Communications are deemed to be on behalf of and authorised by the Client;
 - 5.8.1.8 accepts all responsibility for the genuineness and accuracy, in relation to content and form, of all Trading Platform Communications and for all resulting actions, including orders entered and Transactions entered into;
 - 5.8.1.9 acknowledges that Velocity Trade is not obliged to act on any Trading Platform Communication and will be free to accept or reject, in its sole discretion, any transaction that the Client seeks to execute through the Trading Platform;

- 5.8.1.10 acknowledges and agrees that Velocity Trade may, at its discretion, verify receipt of any Trading Platform Communications;
- 5.8.1.11 acknowledges and agrees that the Client has no right to amend or revoke a Trading Platform Communication, unless Velocity Trade agrees otherwise; and
- 5.8.1.12 acknowledges and agrees that -
 - 5.8.1.12.1 Velocity Trade's records of any Trading Platform Communication and any communication sent by Velocity Trade by way of the relevant Trading Platform are deemed to be accurate until the contrary is proven; and
 - 5.8.1.12.2 the Client bears the burden of proof that those records are inaccurate or incomplete, except in the case of manifest error or fraud.

5.9 Provision of Market Information

5.9.1 Market Information

- 5.9.1.1 The Client acknowledges and agrees that where a Trading Platform displays market data and other purely factual information (collectively "**Market Information**") that -
 - 5.9.1.1.1 Velocity Trade does not endorse or approve the Market Information and makes it available to the Client only as a service and convenience;
 - 5.9.1.1.2 Velocity Trade does not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information;
 - 5.9.1.1.3 Velocity Trade does not warrant any results from the Client's use or reliance on the Market Information;
 - 5.9.1.1.4 Velocity Trade is not obligated to update any information or opinions contained in any Market Information;
 - 5.9.1.1.5 Velocity Trade may discontinue offering Market Information at any time;
 - 5.9.1.1.6 Velocity Trade will not be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information; and
 - 5.9.1.1.7 The Client will not redistribute or facilitate the redistribution of Market Information to any third party.

5.9.2 JSE Market Data

- 5.9.2.1.1 It is a requirement of the JSE that we inform them whether a client trading on the Trading Platform is a Professional or Non-Professional User as defined in terms of the JSE's Market Data Policies.
- 5.9.2.1.2 You need to indicate that you are a Non-Professional User if -
 - 5.9.2.1.3 you are not registered or required to be registered as, or qualified as and do not act as a securities trader, investment advisor or asset manager with any financial exchange, regulatory authority, professional association or any professional body recognised under any law;
 - 5.9.2.1.4 you do not use the Trading Platform for any business or professional purposes;

- 5.9.2.1.5 you do not distribute, publish or make any of the data available to any third party in any manner whatsoever.
- 5.9.2.2 If you fall within any of the above three categories then you need to indicate that you are a Professional User.
- 5.9.2.3 Where a Client receives delayed JSE data there is no fee levied by the JSE or Velocity Trade.
- 5.9.2.4 Velocity Trade is not permitted to indicate your user status on your behalf.
- 5.9.2.5 The relevant market data fees will be deducted monthly from your Account.

5.9.3 **External Exchange Market Data**

At Velocity Trade all Securities trade on actual Market Information from the relevant stock exchanges. If you have access to the Electronic Trading Platform you will receive live *Level 1 Data* as part of the Services at the applicable fee set out in the applicable Product Schedule. If you do not have access to the Electronic Trading Platform there is no fee for this Market Information.

5.10 Third party Licensors

- 5.10.1 The Client acknowledges and agrees that the provision of an Electronic Trading Platform may involve the sub-licensing of Licensor software and/or information systems.
- 5.10.2 The Client waives all claims and causes of action which it may otherwise have against a Licensor.
- 5.10.3 The Client acknowledges and agrees that -
 - 5.10.3.1 the Licensor is providing only a technical means for effecting Transactions;
 - 5.10.3.2 the Licensor is neither directly nor indirectly a party to any Transaction;
 - 5.10.3.3 the Licensor is not inviting, arranging for, or advising the Client or any third party to effect any Transaction or to purchase, sell or otherwise deal in any currency, security, commodity, derivative or future;
 - 5.10.3.4 the Licensor is not liable in any manner to any person for the failure of any person effecting a Transaction by way of an Electronic Trading Platform to perform its obligations under that Transaction; and
 - 5.10.3.5 the Licensor will not be involved in any dispute relating to any Transaction.
- 5.10.4 The Client -
 - 5.10.4.1 is to maintain, for the duration of this Agreement, and for a period of 3 years afterwards, accounting and computer records that enable Velocity Trade and/or any Licensor to determine compliance with this clause and this Agreement;
 - 5.10.4.2 is to permit Velocity Trade and/or any Licensor to audit the Client's access to and use of any Electronic Trading Platform (including the Client's records of its access to and use of that Electronic Trading Platform); and
 - 5.10.4.3 acknowledges that information obtained pursuant to this clause may be used to determine the Client's compliance with this clause.

5.11 Intellectual Property Rights in Electronic Trading Platform

- 5.11.1 The Client acknowledges and agrees that -

- 5.11.1.1 all Intellectual Property Rights in respect of or derived from an Electronic Trading Platform are and remain the sole and exclusive property of Velocity Trade and/or any Licensors; and
- 5.11.1.2 the Client has no Intellectual Property Rights in respect of or derived from and will not acquire any Intellectual Property Rights in relation to an Electronic Trading Platform and/or any derivative or adaptation of an Electronic Trading Platform.
- 5.11.2 The Client is to use all reasonable efforts -
 - 5.11.2.1 to protect any such Intellectual Property Rights in an Electronic Trading Platform; and
 - 5.11.2.2 to comply with a request of Velocity Trade, acting reasonably, to protect its contractual, statutory and common law rights and obligations in respect of an Electronic Trading Platform.
- 5.11.3 If the Client becomes aware of any access to or use of the Electronic Trading Platform by a third party that is unauthorised or which constitutes an infringement or interference with any of Velocity Trade's and/or the Licensor's Intellectual Property Rights, it is promptly to notify Velocity Trade and, acting reasonably, co-operate with Velocity Trade and/or any Licensor with respect to any legal action which Velocity Trade and/or any Licensor may undertake in respect of the infringement.

5.12 Restrictions on use of Electronic Trading Platform

- 5.12.1 The Client acknowledges and agrees not -
 - 5.12.1.1 to access or use any Electronic Trading Platform for any purpose other than to request prices and enter into Transactions with Velocity Trade; or
 - 5.12.1.2 to use, copy, merge, make derivative works of or transfer copies of any software; or
 - 5.12.1.3 to use or disclose to any third party any information obtained through or from an Electronic Trading Platform other than for the purposes expressly set out in this Agreement; or
 - 5.12.1.4 to allow any access to or use of an Electronic Trading Platform by any third party; or
 - 5.12.1.5 to sell, lease or otherwise provide, directly or indirectly, an Electronic Trading Platform to any third party except as expressly permitted by this Agreement; or
 - 5.12.1.6 to reverse engineer, disassemble or decompile any software; or
 - 5.12.1.7 to copy any manuals related to an Electronic Trading Platform; or
 - 5.12.1.8 to remove any statutory copyright notice, or other notice included in an Electronic Trading Platform or Licensor software or on any medium containing that software; or
 - 5.12.1.9 to transmit or receive using an Electronic Trading Platform (or cause to transmit or receive) any information or material which is pornographic, obscene, abusive, profane, offensive, misleading, deceptive, disparaging or defamatory; or
 - 5.12.1.10 to use the Electronic Trading Platform after the expiry, termination or cancellation of this Agreement and/or any license agreement between Velocity Trade and its Licensor.

5.13 Security and operating environment

The Client is responsible for ensuring the adequacy of the operating environment and the security of the environment, both physical and electronic, of the Client's access to and use of an Electronic Trading Platform, including -

- 5.13.1 Maintain security measures maintaining appropriate security measures to prevent unauthorised access to, use of or damage -
- 5.13.2 to an Electronic Trading Platform and any information systems accessible through an Electronic Trading Platform; and
- 5.13.3 to any password management system not explicitly controlled by Velocity Trade or a Licensor;
- 5.13.4 where the Client accesses and uses, or attempts to access and use, an Electronic Trading Platform from any laptop computer or other portable device, taking all measures necessary to ensure the security, integrity and reliability of such computer or other portable device (including the security of the internet connection) and the Client is solely liable for any failure in such computer or other portable device's security, integrity or reliability; and
- 5.13.5 complying with all reasonable operational and security procedures notified by Velocity Trade from time to time and to inform Velocity Trade immediately of any breach of security.
- 5.14 To the maximum extent permitted by law, Velocity Trade makes no representation or warranty (express or implied) and expressly disclaims any warranties -
 - 5.14.1 in relation to the merchantability or fitness for a particular purpose and any warranty for the access to or use of or the results of the access to or use of a Trading Platform with respect to its suitability, availability, functionality, correctness, quality, accuracy, completeness, reliability, performance, timeliness, operation, continued availability or otherwise;
 - 5.14.2 that any Trading Platform Communication -
 - 5.14.2.1 will result in Velocity Trade entering into a Transaction with the Client; and/or
 - 5.14.2.2 has been received by Velocity Trade; and
 - 5.14.2.3 Requirements or needs that a Trading Platform meets the requirements or needs of the Client.

6 NATURE OF RELATIONSHIP

- 6.1 Velocity Trade enters into each Transaction on behalf of the client.
- 6.2 The Client agrees that Velocity Trade may appoint its Associates to render some of the Services and, where applicable, facilitate the Transactions.
- 6.3 The Client represents and warrants to Velocity Trade that it enters into this Agreement, and undertakes that it will enter into each Transaction, on behalf of the client.
- 6.4 The aforementioned representation and warranty is deemed to be repeated each time the Client enters into a Transaction.
- 6.5 If the Client nevertheless enters into this Agreement or any Transaction on behalf of one or more principals, the Client acknowledges and agrees that Velocity Trade does not accept any such principal as a client for the purposes of this Agreement or any Transaction.

7 INTEREST AND THIRD PARTY ACCOUNTS

- 7.1 No interest is payable by Velocity Trade on an Account except as specifically provided for in this clause 7.
- 7.2 For purposes of this clause 7 and clause 9 "**Deposit Interest**" means interest payable by Velocity Trade on Client Moneys.

- 7.3 Velocity Trade will pay Deposit Interest earned on client monies less applicable fees on uninvested cash in the Client's Account.
- 7.4 The applicable interest rates in respect of which Velocity Trade will pay Deposit Interest are set out in the applicable Product Schedule.
- 7.5 Velocity Trade will pay Deposit Interest in arrears on such days as may be specified in the applicable Product Schedule.
- 7.6 The Client authorises Velocity Trade -
- 7.6.1 to withhold or deduct from any such payment of Deposit Interest to the Client any resident or non-resident withholding tax that is required to be withheld or deducted by Applicable Law; and
- 7.6.2 if necessary for this purpose, to withdraw any such withholding tax from Velocity Trade bank account where Client Moneys are held (including, where relevant, a Segregated Funds Account).
- 7.7 If an Account has a debit balance, the Client is to pay interest daily to Velocity Trade on the full amount of that balance at the relevant Cost of Funds plus a margin that is set out in the applicable Product Schedule or otherwise published or provided by Velocity Trade.
- 7.8 If the Client fails to meet any payment obligations, the Client is to pay interest daily to Velocity Trade on the amount that was due but not paid at the relevant Cost of Funds plus a margin that is set out in the then-current Risk Disclosure Statement or otherwise published or provided by Velocity Trade.
- 7.9 The Client is to ensure that any transfer of moneys by it, is drawn on or made from an account in its name and not on or from that of another party, unless Velocity Trade has previously agreed otherwise in writing.
- 7.10 The Client acknowledges and agrees that Velocity Trade -
- 7.10.1 may, in its absolute discretion, without being obliged to do so, return any cheque drawn on, or transfer of moneys from, a third party account, unless Velocity Trade has previously agreed otherwise in writing; and
- 7.10.2 does not accept or bear any liability or responsibility for any loss, including consequential loss, incurred or sustained by the Client as a result of or arising out of Velocity Trade returning any cheque drawn on, or transfer of moneys from, a third party account, including any loss, including consequential loss, incurred or sustained by the Client because it is subsequently in default of its obligations under this Agreement or any Transaction.

8 TRADING CONDITIONS

- 8.1 The Client acknowledges that certain Exchanges or External Exchanges do not support Market Orders. If the Client places a Market Order in respect of such Exchange or External Exchange, Velocity Trade will automatically convert the Market Order to an aggressive Limit Order within a certain percentage limit. The price at which the Transaction is completed pursuant to a Market Order made in the aforesaid circumstances may vary from the price indicated in the Market Order between 1% (one percent) and 4% (four percent) depending on the Exchange or External Exchange and the type of Security. The Client will be responsible to check if the Market Order is filled in the market after order entry.
- 8.2 If the Client experiences or suspects any errors with a Market Order, the Client should contact Velocity Trade immediately. Velocity Trade will not be responsible orders not filled due to this.
- 8.3 The Client acknowledges that Velocity Trade's Service Providers may choose to translate Market Orders on various markets into aggressive Limit Orders where the variance between the price indicated between the Market Order and the actual price is 3% (three percent) in the money. This is due to the Service Provider's internal compliance and is set to protect the Client from "bad fills". Velocity Trade will not be responsible for missing fills due to this.

- 8.4 The Client acknowledges and agrees that in cases where a Market Order regarding a Security is split in that the Transaction is completed over a period of more than one day, the total fees payable to Velocity Trade in of the Transaction may increase as a result of the fee as set out in the applicable Product Schedule being charged in respect of the number of days necessary for the total execution of the Transaction.
- 8.5 Dividend payments from share positions will be credited to the Client's Account after deduction of any applicable standard withholding taxes payable by the Client in respect of such dividend. The Client acknowledges that Velocity Trade does not support or offer preferential withholding tax rates that may be available due to residency or legal status. The Client further acknowledges that Velocity Trade does not offer a tax reclaim service, but it may refer the Client to a third party for such service, at the request of the Client, provided that Velocity Trade makes no representations of warranties in respect of such service from such third party.
- 8.6 In US markets, Velocity Trade consolidates liquidity from a number of sources in addition to the primary Exchanges. When there is a delay in the opening of the primary Exchange, Orders can be filled from these other sources before trading commences on the primary Exchange.
- 8.7 One-Cancels-Other Orders consists of two Orders. If either of the orders is executed because its market conditions have been met, the related order is automatically cancelled.

9 TRADES IN SECURITIES

- 9.1 Velocity Trade trades Securities through its related party Exchange members, third party brokers or relevant market participants, which are members of the relevant Exchange. The Client acknowledges that these Service Providers determine whether the Transaction in question is to be executed on the relevant Exchange. The Transaction is performed on a commission basis and consequently in the name of Velocity Trade or Velocity Trade's Service Provider.
- 9.2 The Order is only submitted for execution provided it is tradable on the relevant Exchange through the Service Provider. If the Transaction cannot be executed on the terms outlined above, the Client will be notified on the Trading Platform.
- 9.3 The Order may be split or merged, and thus be executed at different prices during the day of trading or the following days. In case that an Order is split, and completed partially over a period of more than one day, the total trading costs may increase. The reason for such increase is that the minimum fee as set out in the applicable Product Schedule may be charged more than one time based on the number of days necessary for the total execution of the Order.

10 REGISTRATION AND CUSTODY ARRANGEMENTS

- 10.1 All transactions shall be registered in the name of the Client or, alternatively, in the name of a security depository "participant" as defined in the FM Act or its nominee company, or in the name of a nominee company agreed between the Client and Velocity Trade.
- 10.2 Velocity Trade shall, on behalf of the Client, appoint a suitable person or persons to act as Custodian, including Velocity Nominees, to hold in safe custody on behalf of the Client all share certificates or other documents evidencing title to the Transactions from time to time. This person or persons must be approved to perform these services in terms of the FM Act or the FAIS Act or the relevant jurisdictions legislation.
- 10.3 Velocity Trade shall have no responsibility or liability with respect to the transmission or safe-keeping of documentation or the acts or omissions of the Custodian or other Service Providers with respect thereto.

11 CORPORATE ACTIONS

Without limiting any other provision of this Agreement, this clause sets out the consequences, for the purpose of this Agreement, any Corporate Action taken by a company in which the Client holds Securities.

11.1 Definitions

For the purpose of this clause 11 –

- 11.1.1 “**Ex-Date**” means the date on immediately prior to the date on which the Corporate Action is Scheduled to take place; and
- 11.1.2 “**Pay-Date**” means, in relation to a Corporate Action, the date on which the consideration in respect of the relevant Securities to which that Corporation Action relates is payable by the Issuer.

11.2 Rights Issues

If the Client holds share positions on the last date to trade as specified by the issuer of such shares, the Client may receive an offer to acquire shares or other Securities in respect of the issuer (“**the Rights Offer**”). The Rights Offer may be renounceable or non-renounceable. The Client shall provide Velocity Trade with a written instruction as to the Rights Offer within the time period specified by Velocity Trade. If the Rights Offer is non-renounceable, the Client shall be entitled to accept or reject the Rights Offer. If the Rights Offer is renounceable, the Client shall be entitled to accept or reject the Rights Offer or sell the Rights Offer to a third party. If the Client fails to respond to a non-renounceable Rights Offer within the period specified by Velocity Trade, the Rights Offer may lapse and have no further force and effect. If the Client fails to response to a renounceable Rights Offer within the time period specified by Velocity Trade, Velocity Trade shall be entitled, but not obliged, to sell the Rights Offer to any third party for the account of the Client. The proceeds from the sale of the Rights Offer will be for the account of the Client less the fees payable to Velocity Trade in terms of this Agreement.

11.3 Australian Listed Event

For certain event types including but not limited to distribution of rights, subscription for shares and rights offers, Australian companies listed on the Exchanges have the right to reduce entitlements to zero in certain circumstances and Velocity Trade will therefore only be allocating such entitlements to the Client on the date on which payment in respect of such event is made to Velocity Trade. It is recorded that since March 2009 it is the policy of the Australian Custodial Services Association not to offer “Share Purchase Plans Events” to underlying beneficial owners and thus Velocity Trade cannot participate in such events on behalf of the Client.

11.4 Cash Dividends

Cash dividends are allocated to the Client on the Ex-date reflecting the market price movement on the Ex-date, but the actual value of the payment will be settled on the date on which payment is made to Velocity Trade. Dividend payments from share positions will be credited to the Client’s Account less any applicable withholding taxes deducted.

11.5 Optional Dividends

- 11.5.1 Unless the Client elects otherwise in terms of clause 11.5 dividend shall be paid in cash. The Client can elect to apply the dividend by acquiring for additional shares in the issuer. The shares to be acquired by the Client as aforesaid shall be proportional to the shares held by the Client as at the record date for the dividend. The shares will be allocated once the reinvestment rate is confirmed for the value Pay Date, once the shares have been received by the Custodian.
- 11.5.2 The Client shall not be entitled to receive payment of a dividend in a different currency to the currency in which the dividend has been declared.

11.6 **Share Dividends and Bonus Shares**

An issuer in which the Client holds shares may issue additional shares to the Client, whether in proportion to existing shareholding or otherwise. These shares may be issued and allotted by the issuer on the Ex-date at the value as at the Pay Date. The additional shares issued as aforesaid shall only be available to trade once they have been received by the Custodian and allocated to the Client on the Electronic Trading Platform.

11.7 **Share Splits, Reverse Share Splits/ Spin Offs**

11.7.1 A "Share Split" is an increase in an issuer's number of issued shares proportional to a reduction in the par value or nominal value of the existing shares. In the case of a Share Split the Client shall receive additional shares in the issuer in proportion to its shareholding. The additional shares issued in terms of a Share Split shall be allocated to the Client on the Ex-Date, but at a reduced price. The additional shares in terms of a Share Split shall be issued to the Client as fully paid up shares.

11.7.2 A "Reverse Share Split" is a decrease in the number of issued shares proportional to an increase in the par value of the existing shares. In terms of a Reverse Share Split the number of shares held by the Client will be reduced on the Ex-Date, but the shares held by the client after the Reverse Share Split will be reflected at an increased price.

11.7.3 A "Spin Off" means the issue of additional shares to the Client in a new class of shares in proportion to their existing holding in the issuer. Such additional shares are allocated on the Ex-Date.

11.7.4 The additional shares resulting from a Share Split or Spin Off will be allocated on the Ex-Date, but will only be available for trading once such additional shares have been received by the Custodian.

11.8 **Tender Offers**

The Client shall be entitled to tender shares in its portfolio on the terms on which the Client has been notified of by means of the Trading Platform.

11.9 **Mergers & Mergers with Elections**

11.9.1 As a result of a merger in respect of the issuer of shares held by the Client, the Client may become entitled to –

11.9.1.1 receive payment in cash on the Pay-Date;

11.9.1.2 be issued additional shares in the issuer on the Ex-Date;

11.9.1.3 receive a combination of payment in cash and the issued of additional shares in the issuer on the Ex-Date.

11.9.2 In the case of a mandatory merger, the Client shall have no election as to the form of consideration to be received by the Client in terms of clause 11.9.1. In the case of a non-mandatory merger, the Client may elect the form of payment or consideration to be received by the Client, provided that such election is exercised within the timer period set out in the applicable notice, failing which the consideration payable to the Client shall be as set out in the applicable merger notice.

11.9.3 Any shares allocated as a result of the merger will only be available for trading once such shares have been received by the Custodian.

11.10 **Deletion of open Orders due to a Corporate Action**

11.10.1 On the Ex-Date open Orders are deleted for certain types of Corporate Events, as set out in the table below.

Corporate Type	Action	Never Orders	delete	Always Order	delete	Rule in respect of deleting Orders
Tender Offers		X				
Stock splits				X		
Reversed Stock Split				X		
Bonus Issues				X		
Mandatory Mergers				X		
Spin Offs				X		
Ticker Changes				X		
De-Listings				X		
Cash Dividends						Deleted if the change in the market price is calculated to be over 20% due to the Cash Dividend
Share Dividends						Deleted if the change in the market price is calculated to be over 20% due to the Share Dividends
Optional Dividends						Deleted if the change in the market price is calculated to be over 20% due to the Optional Dividends
Rights Issue						Deleted if the change in the market price is calculated to be over 20% due to the Rights Issue

11.11 **New Positions in non-online traded Securities**

If a Corporation Action relates to a Security that is not tradable online with Velocity Trade through the Trading Platform, the following procedures shall be applicable -

- 11.11.1 Positions in respect of Securities arising as a result of a Corporate Action, are booked to the Client's Account.
- 11.11.2 The relevant Security will be added to the Client's Account for reporting purposes.
- 11.11.3 In instances where there is an election to receive consideration by means of the issue of a Security that is not supported by Velocity Trade or its Service Provider on the Electronic Platform, the Client will not have the option to elect and will receive the cash settlement.

11.12 **Fractional Compensation**

- 11.12.1 A fractional share is less than one full share in an issuer and can arise as a result of a Corporate Action entitlement calculation. For the following Corporate Actions, Velocity Trade shall cash compensation wherever the Client becomes entitled to a fractional share -
- 11.12.2 share splits;
- 11.12.3 reverse share splits;
- 11.12.4 optional dividends on share positions; and
- 11.12.5 mergers.

11.13 **Taxes and Fees on Corporate actions**

Taxes and fees may also occur on other Corporate Actions, other than cash dividends such as fee on a share dividend or tax on a merger. When such taxes and fees occur Velocity Trade will debit the Client's Account accordingly.

11.14 Special Corporate Action Events

Special and infrequent Corporate Actions that do not come under the descriptions above may occur. Velocity Trade, through its Service Providers, will handle such Corporate Actions in the overall best interest of the Client to the extent that time and operational procedures will allow.

11.15 Voting

Due to the structure of the custodial relationship with its third party brokers it is not practical for Velocity Trade to support the exercise of voting rights by Clients.

12 OTC FX WITH VELOCITY AND VELOCITY NOMINEES

12.1 Velocity is authorised to open one or more Accounts in the Client's name at Velocity Nominees to hold the Client's contracts in OTC FX (collectively, the "Account"). Velocity is further authorized to purchase and sell OTC FX for the Client's Account with Velocity Nominees in accordance with the Client's oral (proper identification required), written (signature required) or electronic (password required) instructions. Unless instructed by the Client to the contrary in writing, Velocity is authorized to execute all orders for the Client's Account as Velocity deems appropriate and in accordance with the Velocity OTC FX Order Execution Policy (set out below at Appendix A to section 37). Velocity may, at its sole discretion, engage in foreign exchange contracts transactions for the Client where Velocity Nominees will act as the Registered Owner for the Client in such transactions.

12.2 Trading OTC FX with Velocity and Velocity Nominees

12.2.1 When you trade OTC FX contracts with Velocity, Velocity will act as intermediary for a privately negotiated contract VTFX held on your behalf at Velocity Nominees. VTFX may, in turn, enter into "back-to-back" transactions with others which may include its affiliates. A mark-up is included by Velocity in the price it quotes to you. The OTC FX contract transactions are not executed on an exchange and are not cleared by a central clearing organization. Therefore, any contract negotiated by Velocity will be an obligation of VTFX and not an obligation of a clearinghouse. For this reason, you will not be afforded the regulatory and financial protections afforded to contracts traded on an exchange. Yourself, Velocity, Velocity Nominees and Velocity are obligated to perform their respective responsibilities and obligation under each transaction in accordance with its terms. The terms of each OTC FX contract are set out in: (i) section 37 of this Velocity Trading Agreement which applies to every transaction intermediated for you by Velocity, and (ii) confirmation which will apply to that particular transaction. Your obligations under the transaction are not transferable to another person. These obligations may only be transferred to another person with Velocity's express consent. In addition, Velocity is under no obligation to terminate or close out the transaction prior to the expiration date for that transaction. Velocity may, but is not obligated to, quote you a price for an early close out of a contract on request.

12.3 Velocity contracting as Intermediary for OTC FX

12.3.1 Velocity acts solely in the capacity of an intermediary in connection with the OTC FX contract transaction and not in the capacity of your financial adviser or fiduciary. You should not regard any transaction proposal, suggested hedging strategies or other written materials or oral communications from Velocity as investment recommendations or advice or as expressing Velocity's view as to whether a particular transaction is suitable for you or meets your financial objectives. In addition, any market or quote that Velocity makes for you may be based solely on markets or quotes that are made or quoted to Velocity by the counterparties with which it does business. Such quotes or markets may not represent the best quotes or markets available to you or Velocity from other sources and Velocity undertakes no

obligation to obtain competitive quotes or markets from other counterparties. Velocity and its affiliates may from time to time have substantial positions in, and may make a market in or otherwise buy or sell instruments similar or economically related to, OTC FX transactions entered into with you. Velocity and its affiliates may also carry out proprietary trading activities, including hedging transactions related to the initiation or termination of a foreign currency contract transaction with you that may adversely affect the market price or other factors underlying the foreign currency contract transaction entered into with you and consequently, the value of such transaction. Velocity, its personnel and affiliates and various other parties may execute orders at the same or better prices at the same time or subsequent to a Client order.

12.4 Off-Exchange Transaction and Limited Liquidity

12.4.1 Your OTC FX transactions intermediated by Velocity and held by Velocity Nominees will not occur on a regulated exchange and it may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks. Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may also expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before your trades, you should inquire about any rules relevant to particular transactions. The local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected.

12.5 Your Obligations and Risks in Spot and Forward Transactions

12.5.1 From time to time you will be responsible to meet the obligations, in accordance with the terms of the contract, arising under a foreign currency spot or forward transaction. These transactions may be used to establish long or short positions in the market. A spot contract is a cash market transaction to buy or sell a specific quantity of currency immediately, physical settlement will be required on the value date of the transaction. A forward contract is a contract to buy or sell a specific quantity of currency on a specific date in the future at a specific price. Forward transactions are economically similar to exchange-traded futures contracts. The price terms and characteristics of spot or forward transaction, unlike exchange future contracts, are privately negotiated, accordingly, there is no centralized price source and the transactions are not cleared through a clearinghouse. In general, within the OTC FX market (i) there are no limitations on daily price movements (unless imposed by a government or central bank authority), (ii) no rules to regulate valuation or settlement procedures, and (iii) no minimum financial requirements for market participants. On the defined settlement dates for spot and forward contracts you will be obligated to pay Velocity or receive payment through the physical delivery of currency with respect to any un-netted OTC FX positions. The means of settlement are governed by the terms of the specified contract. In addition to your settlement obligations via physical delivery or offset, you will also be liable at all times to Velocity for margin calls all open positions the market value of which may have declined. Such margin liabilities will depend upon the type of position you have and the direction of the market movement in the time since the position was established. You will be exposed to the movement in the price of the market unless you have an underlying currency position that the forward contract is hedging.

12.6 Electronic Trading specific to OTC FX

12.6.1 OTC FX is generally completed through Velocity's web based electronic trading system. Trading on an electronic trading system differs from trading in the open outcry market. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. Velocity's automated order entry system provides immediate transmission of Client's order once Client enters the notional amount and clicks "Buy/Sell." There is no "second look" before transmission, and market orders cannot be cancelled. The result of any system

failure may be that your order is either not executed according to your instructions or is not executed at all.

12.7 Commission and Other Charges

12.7.1 Before you begin to trade, you will be provided with a clear explanation of all commission, fees and other charges for which you will be liable. These charges will decrease your net profit (if any) or increase your loss.

12.8 RISK OF LOSS; LIMITATION OF LIABILITY

12.8.1 All transactions effected for the Client's Account and all fluctuations in the market prices of the OTC FX contracts carried in the Client's Account are solely at the Client's risk, and the Client shall be solely liable therefore under all circumstances. The Client represents and warrants that the Client is willing and financially able to sustain such losses, and that the trading of foreign currency contracts is suitable for the Client. Velocity is not responsible for the performance or non-performance by any third party (including other dealers or banks) to Velocity and Velocity Nominees of its obligations in respect of any OTC FX contract or other property of the Client; or for delays in the transmission, delivery or execution of the Client's orders due to malfunctions of communications facilities or systems or other causes beyond Velocity's reasonable control or anticipation. Velocity shall not be responsible for the actions or non-actions of agents selected by Velocity in good faith or appointed at the request of the Client, whether such action and/or non-action amounts to negligence or inability on the part of the relevant agent.

12.8.2 The Client consents to Velocity's use of automated systems or service bureaus in conjunction with the Client's Account, including, but not limited to, automated order entry, order routing and/or order execution systems; record keeping, reporting and Account reconciliation systems; and risk management systems (collectively, "Automated Systems"). In addition, the Client will be allowed access to certain Automated Systems in order to place orders for transactions in OTC FX and to access other account services and products provided by Velocity. The Client understands that the use of Automated Systems entails risks, including, but not limited to, interruption of service, system or communications failure, delays in service, and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense or liability to the Client. Velocity MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTION, DESIGN, FUNCTIONALITY, OPERATION, TITLE OR NON-INFRINGEMENT OF ANY AUTOMATED SYSTEM, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, Velocity EXPRESSLY DISCLAIMS ANY REPRESENTATION THAT ANY AUTOMATED SYSTEM WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE.

12.8.3 In addition to the limitation of liability set forth above, Velocity will have no liability whatsoever for any claim of loss, cost, expense, damage or liability of the Client or any third person arising out of or relating to any System Failure, regardless of whether such claim is based on contract, tort, strict liability or any other theory. Velocity will not have any liability for the actual or alleged insufficient exercise of care in selecting any sub-agents or in selecting, monitoring or operating any Automated System, for any failure or delay in informing the Client of any System Failure or in taking action to prevent or correct any such System Failure. In no event will Velocity have any liability for any incidental, special or consequential damages, including, but not limited to, loss of profits or loss of use, even if Velocity was aware of the likelihood of such damages. Velocity has no responsibility to inform the Client of (i) any decision to use, not use or cease using any Automated System, (ii) the characteristics, functions, design or purpose of any Automated System, or (iii) any specific risks inherent in any Automated System. Nothing in this Agreement will exclude or restrict any duty or liability which Velocity and Velocity Nominees may owe to the Client under the regulatory system.

12.9 PRICING INFORMATION; QUOTING ERRORS

12.9.1 The Client acknowledges: (i) any information communicated to the Client by Velocity or by any person associated with Velocity, does not constitute an offer to sell or the solicitation of an offer to buy any OTC FX contract; (ii) such information, although based upon information obtained from sources believed by Velocity to be reliable, may be incomplete and may be unverified; and (iii) Velocity makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information furnished to the Client. The Client acknowledges that Velocity and/or its officers, directors, affiliates, associates, members or representatives may have a position in or may intend to buy or sell OTC FX, which are the subject of market information furnished to the Client. The Client acknowledges that Velocity makes no representations concerning the tax implications or treatment of contracts.

12.9.2 Should a quoting error occur due to a mistype of a quote or misquote given by telephone or over an electronic trading platform (including responses to the Client requests), Velocity is not liable for any resulting errors in account balances and reserves the right to close, void or make amends to any Transaction that is affected by a quoting error. Velocity may take into account all information including, without limitation, information concerning all relevant market conditions, any error in, or lack of clarity of, any information, source or announcement when determining the existence of a quoting error. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by Velocity, in its sole discretion, of the relevant currency at the time such an error occurred. The Client must review and report immediately errors on confirmations and statements. Failure to notify Velocity immediately of any error or omission will bind the Client to the terms of such confirmation or statement, as the case maybe.

12.10 PRICE AVAILABILITY

12.10.1 Velocity will make available, by posting on the internet or providing an operator for the Client to telephone, bid prices and ask prices at which they are prepared to enter OTC FX contracts or cross currency contracts with the Client. Each price shall be for a contract with a specified value date and shall specify each currency pair involved. Velocity expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, including communication system delays, high volume or volatility can result in deviations between quoted prices and other sources. Velocity makes no warranty, express or implied, that prices represent prevailing bid prices and ask prices.

12.11 ELECTRONIC TRADING AND EXECUTION

12.11.1 Velocity will make available to the Client, by posting on the Automated Systems or through Velocity trading desk, bid prices and ask prices at which Velocity is prepared to enter into foreign currency contracts with Client. Velocity makes no warranty, express or implied, that bid prices and ask prices represent bid prices and ask prices then prevailing in the market. The Client agrees to the one click system and accepts the risk of this immediate transmission feature.

12.12 ORDERS OVER THE TELEPHONE AND EXECUTION

12.12.1 Trading orders executed via a telephone call to an authorized Velocity representative are completed when the respective Velocity representative states "agreed" or "done." At that point the Client has bought or sold and cannot cancel the trade. By placing trades through the Velocity trading desk, the Client agrees to such immediate execution and accepts the risk of this immediate execution feature. Velocity is not responsible for disruption, failure or malfunction of telephone lines.

12.13 TRADING LIMITATIONS

12.13.1 Velocity will attempt to execute all orders that it may, in its sole discretion, accept from the Client in accordance with the Client's instructions received through the Automated Systems or via telephone to the trading desk. The Client agrees that Velocity may, in its sole and absolute discretion, refuse to

accept any order from or enter into any contract with, the Client including but not limited to where Velocity believes that the acceptance of the Client's order, or the entering into of such contract with the Client, would be in contravention of any rule or law. In addition, Velocity may at any time, in its sole and absolute discretion, limit the number or types of positions that the Client may maintain or acquire with Velocity Nominees, and the Client agrees not to exceed such limits. Velocity is under no obligation to effect any transaction for the Client's Account that would create positions in those accounts in excess of the limit Velocity has set. If the Client exceeds position limits imposed by Velocity, Velocity shall have the right to close out positions in excess of the applicable position limit.

12.14 ORDER EXECUTION & AGGREGATION OF ORDERS

12.14.1 Where Velocity deals on the Client's behalf it will do so in accordance with the Order Execution Policy described below. In signing the Client Agreement, the Client consents to this policy. Velocity may combine the Client's order with its own orders and orders of other Clients. By combining the Client's orders with those of other Clients Velocity must reasonably believe that this is in the overall best interests of Velocity's Clients. However, the Client agrees and understands that aggregation may result in the Client obtaining less favourable prices in relation to a particular order. Please refer to VFSI's Order Execution Policy for more information.

12.15 MARGINS

12.15.1 The Client will at all times maintain such margins and premiums for the Client's Account as required from time to time by Velocity. Client shall make deposits of margin or premium as Velocity requests within a reasonable time after such request. IN THE ABSENCE OF UNUSUAL CIRCUMSTANCES, [ONE (1) HOUR] SHALL BE DEEMED TO BE A REASONABLE TIME; HOWEVER, Velocity RESERVES THE RIGHT TO REQUEST DEPOSITS ON SHORTER NOTICE IN ITS SOLE AND ABSOLUTE DISCRETION. Margin deposits shall be made by wire transfer (or other methods, if permitted by Velocity in its sole and absolute discretion) of immediately available funds and shall be deemed made when received by Velocity. Velocity's failure at any time to call for a deposit of margin shall not constitute a waiver of Velocity's rights to do so at any time thereafter, nor shall it create any liability of Velocity to the Client. Velocity will open or maintain the Account and grant a margin facility to the Client provided that Velocity may, without notice, at any time and from time to time: (i) reduce or cancel any margin facility made available to the Client or refuse to grant any additional margin facility to the Client; or (ii) require the Client to provide margin in addition to the margin requirements of any regulatory authorities. As long as the Client shall be indebted to Velocity, all funds, securities, and other property carried for the Client's Account shall be and are hereby pledged and shall constitute a continuing security to insure payment of the indebtedness.

12.16 12. CHARGES.

12.16.1 In addition to our entitlement to spread, you agree to pay to us such fees, charges, commissions and expenses in respect of our services provided under our Agreement as agreed between us from time to time. Velocity may change its fees, charges, commissions and expenses without notice. The Client agrees to be liable to Velocity for interest on amounts due from the Client to Velocity at an interest rate equal to three (3) percentage points above the then prevailing prime rate at Velocity's principal bank] or the maximum interest rate allowed by law, whichever is lower. The Client shall pay all such charges as they are incurred, or as Velocity in its sole and absolute discretion may determine and the Client hereby authorizes Velocity to withdraw the amount of any such charges from the Client's Account. The Client agrees to pay a transfer fee, to be designated by Velocity in the event the Client instructs Velocity to transfer open positions, moneys, and/or property of the Client's account to another institution.

12.17 AUTHORIZATION TO TRANSFER FUNDS.

12.17.1 The Client agrees that Velocity may transfer, among any and all accounts maintained by the Client at Velocity, the Client's funds, securities or other property that may be required to avoid margin calls, satisfy collateral requirements, reduce debit balances or for any other reason that is not in conflict with

applicable law and regulation. Velocity will confirm any such transfers to the Client in writing within a reasonable period following the transfer.

12.18 SECURITY AND LENDING AGREEMENT; DELIVERY.

12.18.1 All funds, securities, currencies, and all other property of the Client which Velocity Nominees or its affiliates may at any time be carrying for the Client (either individually, jointly with other, or as a guarantor of the Account of any other person) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by Velocity Nominees as security and subject to a general lien for the discharge of the Client's obligations and right of set-off for liabilities of the Client to VTFX (including unmatured and contingent obligations) however arising and without regard to whether or not the Client has made advances with respect to such balances, securities, contracts or property, and irrespective of the number of accounts the Client may have with Velocity and Velocity Nominees, and may take such action without prior notice to Client. Where Velocity or Velocity Nominees holds assets of the Client for safekeeping, Velocity and Velocity Nominees will ensure it has adequate arrangements in place so as to safeguard the Client's ownership rights as required by FAIS.

12.18.2 Should the Client take delivery of currencies through settlement of trades, Velocity and Velocity Nominees are obliged to make full payment for the delivery on twenty-four (24) hours' notice. If the balance in the Client's Account is not adequate to pay for the delivery, the depository receipts become property carried on margin in the Client's Account, since they are not fully paid for by the Client. A lending agreement allows Velocity, Velocity Nominees and Velocity to use the depository receipt as collateral for a bank loan, the proceeds of which are used to pay for the depository receipts until rollover of the currency and/or payment in full by the Client. Should the Client intend to take delivery of the currency covered by any other obligation, Velocity and Velocity Nominees requires the Client to sign a lending agreement so it may use the currencies, property, depository receipts or evidence of ownership thereof, as collateral for a bank loan, the proceeds of which may be used to pay for the currencies or evidence of ownership thereof, until payment in full, including interest, by the Client. This authorization shall apply to all Accounts carried by Velocity Nominees for the Client and shall remain in full force until all accounts are fully paid for by the Client or notice of revocation is sent by Velocity and Velocity Nominees.

12.19 LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES.

12.19.1 All property of the Client held by or for Velocity and Velocity Nominees, including without limitation foreign OTC FX contracts, cash, securities, letters of credit or other property (each referred to as "Collateral") in the Client's Account (including all proceeds of such Collateral), is hereby pledged to Velocity and shall be subject to a general lien and first priority security interest and right of setoff in Velocity's favour to secure any amounts at any time owing from the Client to Velocity. The Client shall not grant any security interest in the Collateral to any person other than Velocity.

12.19.2 In the event of (i) the death or judicial declaration of incompetency of the Client; (ii) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against the Client; (iii) the filing of an attachment or arrestment against any of the Client's accounts carried by Velocity and Velocity Nominees; (iv) insufficient margin, or Velocity's determination that any collateral deposited to protect one or more accounts of the Client is inadequate, regardless of current market quotations, to secure the Account; (v) the Client's failure to provide Velocity any information requested pursuant to this agreement; or (vi) any other circumstances or developments that Velocity deems appropriate for its protection, and in Velocity's sole discretion, it may take one or more, or any portion of, the following actions: (1) close out any or all of OTC FX contracts or securities without awaiting the appointment of a representative for the Client and without demand upon or notice to any such personal representative; (2) satisfy any obligation the Client may have to Velocity and Velocity Nominees, either directly or by way of guaranty of surety ship, out of any of the Client's funds or property in its custody or control; (3) sell any or purchase any or all OTC FX contracts, securities held or carried for the Client; and (4) cancel any or all outstanding orders or contracts, or any other

commitments made on behalf of the Client. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to the Client, the Client's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely the Client's or held jointly with others. Any sales or purchases of Collateral hereunder may be made according to Velocity's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at any public or private sale, at Velocity's option, without advertisement. In liquidation of the Client's long or short positions, Velocity may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread, strangle or straddle which in Velocity's sole judgment may be advisable to protect or reduce existing positions in the Client's account. Velocity may bid and become a purchaser at any such sale, and upon any such sale Velocity shall collect, receive, and hold and apply the proceeds as provided herein. The proceeds from any such sale or action shall be applied first to the payment of all legal and other costs and expenses incurred in connection with the sale or action and next to the payment of the liabilities, as determined by Velocity. The balance, if any, of such proceeds remaining after such application shall be paid to the Client.

12.20 DEFICITS EXCEEDING COLLATERAL

12.20.1 If the proceeds of any sale of collateral or similar action are insufficient to pay in full the amounts specified above, the Client shall remain liable for such deficiency. The Client shall promptly pay for such deficiency upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at Velocity's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, travel expenses and the like. In the event Velocity incurs expenses other than for the collection of deficits, with respect to any of the Account(s) of the Client, the Client agrees to pay such expenses. The Client acknowledges and understands that a prior tender, demand or call of any kind from Velocity, or prior notice from Velocity of the time and place of such sale, shall not be considered a waiver of Velocity's right to sell any OTC FX contract or other collateral. VFSI's failure to act in the above circumstances shall not constitute a waiver of Velocity's right to do so at any time thereafter, nor shall such failure to act impose any liability on Velocity nor shall it constitute a defence for Client to any liability to Velocity.

12.21 SETTLEMENT DATE AND ROLLOVERS.

12.21.1 With respect to purchases or sales of OTC FX in an Account, the Client agrees to instruct Velocity as to the offset or rollover of a currency position. Except as provided herein, during the term of the currency position, the Client shall give Velocity instructions for rolling the currency position no later than two (2) hours prior to the settlement of trading in the currency contract on the day the Client intends to rollover a currency position. In addition, the Client, by 12:00 p.m. British Standard Time on the business day before the settlement date of the contract of the currency contract shall instruct Velocity whether to deliver, offset or rollover the currency position. In the absence of timely instructions from the Client, Velocity is authorized, at Velocity's absolute discretion, to deliver, rollover or offset all or any portion of the currency positions for the Client's Account and at the Client's risk. The Client's Account shall be charged, upon the delivery, rollover or offset of a currency position, rollover charges in such amounts as published in Velocity's fee schedule as published from time to time on the firm's web site or in such other forms as Velocity, in its sole discretion, determines. Velocity may change such fee schedule and rollover requirements at any time.

12.22 SETTLEMENT DATE OFFSET INSTRUCTIONS.

12.22.1 Offset instructions on currency positions open prior to settlement arriving at settlement date must be given to Velocity at least one (1) business day prior to the settlement (a.k.a. "Delivery" or "Value") day. Alternatively, sufficient funds to take delivery or the necessary delivery documents must be in the possession of Velocity within the same period described above. If neither instructions, funds nor documents are received, Velocity may without notice, either offset the Client's position or roll Client's

positions into the next settlement time period or make or receive delivery on behalf of Client upon such terms and by such methods deemed reasonable by Velocity in its sole discretion.

12.23 OTC FX NETTING PROVISIONS.

12.23.1 Each and every OTC FX contract entered into for the Client by Velocity will immediately, upon acceptance by Velocity Nominees and VTFX and at their discretion, be netted with all then existing OTC FX contracts for the Client held with Velocity by Velocity Nominees for the same paired currencies having the same delivery date so as to constitute a single OTC FX contract. Further, if more than one delivery of a particular currency is to be made between the Client and Velocity Nominees pursuant to a foreign currency contract on any single delivery date, each party shall aggregate the amounts due by it and only the difference, if any, between these aggregate amounts shall be delivered by the party owing the larger amount to the other party.

12.24 OTC FX STATEMENTS AND CONFIRMATION

12.24.1 Reports of the confirmation of orders and statements of accounts for the Client shall be deemed correct and shall be conclusive and binding upon the Client if not objected to immediately upon receipt and confirmed in writing within one (1) day after transmittal to Velocity by mail or otherwise. Margin calls shall be conclusive and binding unless objected to immediately in writing. Written objections on the Client's part shall be directed to: Velocity at the most recent address as indicated on the Velocity website, and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by Velocity or Velocity agents prior to the Client's receipt of said reports. The Client's failure to receive a trade confirmation shall not relieve the Client of the obligation to object as set out herein.

12.25 OTC FX COMMUNICATIONS.

12.25.1 Reports, statements, notices and any other communications may be transmitted to Client via email, to the address on the Client's application, or to such other address as the Client may from time to time designate in writing to Velocity. All communications so sent, whether by mail, telegraph messenger or otherwise, shall be deemed transmitted by Velocity when deposited in the mail, or when received by a transmitting agent, and deemed delivered to the Client personally, whether actually received by the Client or not. BY SIGNING THIS AGREEMENT, THE CLIENT HEREBY ACKNOWLEDGES AND CONSENTS TO HAVING MONTHLY ACCOUNT STATEMENTS, TRADE CONFIRMATIONS, AND STATEMENTS OF CLOSE OUT OF OPEN POSITIONS REQUIRED ("NOTICES"), ELECTRONICALLY, VIA THE INTERNET. THE CLIENT ACKNOWLEDGES THAT: (1) ITS CONSENT TO RECEIVE THE FOREGOING NOTICES ELECTRONICALLY REMAINS IN EFFECT INDEFINITELY, SUBJECT TO THE CLIENT'S RIGHT TO REVOKE THIS CONSENT AT ANY TIME; AND (2) THAT Velocity DOES NOT CHARGE FOR THIS SERVICE AT THIS TIME.

12.26 FOREIGN CURRENCY TRANSACTIONS AND CURRENCY FLUCTUATION RISK.

12.26.1 If any transaction for the Client's Account is effected in any market on which transactions are settled in a foreign currency (i) any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the client's deposit currency shall be entirely for the Client's account and risk, (ii) all initial and subsequent margin deposits required or requested by Velocity shall be made in a currency acceptable to Velocity, if requested by Velocity, in the currency required by the applicable exchange or clearing house, and (iii) Velocity is authorized to convert funds in the Client's Account into and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which Velocity normally does business.

12.27 INACTIVE ACCOUNTS.

12.27.1 The Client acknowledges that if the Client does not place a trade during any twelve (12) month period, and there are no OTC FX transactions held in the Client's Account, the Account may be automatically removed from Velocity system. The Client will thereafter be required to re-establish an Account prior to

placing any further trades, and Velocity may require additional documentation from the Client to reactivate such Account.

12.28 CASH COLLATERAL

12.28.1 Any money received by Velocity from the Client in respect of the Client's OTC FX account(s) or which is held to secure the Client transactions (which, for the avoidance of doubt, shall include all present or future, actual or contingent or prospective obligations of the Counterparty to Velocity and to any affiliate of VTS) shall be transferred to Velocity with full ownership. The Client waives any entitlement to interest under the. Any interest paid to Client in relation to balances held on their account(s) with Velocity is done so at the sole discretion of Velocity.

12.29 PORTFOLIO RECONCILIATION

12.29.1 We make available a daily statement of all your trading activity and cash movements either by email and/or on the Back-Office Portal. This information is binding on you unless you prove the statement to be incorrect. Please therefore ensure that you use this statement to check against your own records regularly and inform us immediately if you believe anything to be incorrect.

12.29.2

APPENDIX A to this section 37

ORDER EXECUTION POLICY

1. PURPOSE AND SCOPE OF THIS POLICY

Velocity will take all reasonable steps to obtain the best possible result for the Client (taking into account various factors relevant to the execution) when: (i) executing orders on behalf of the Client; or (ii) receiving and transmitting orders on behalf of the Client.

This policy defines Velocity's approach to meeting its regulatory obligations and the standard of execution quality we will achieve in accordance with the requirements of the FAIS. It should inform decisions on how, where, and with whom Velocity will deal when it acts for and on behalf of Clients.

2. ORDER EXECUTION

Where Velocity execute orders on behalf of Clients, Velocity will take all reasonable steps to obtain the best possible result, taking in to account the relative importance of the execution factors and execution criteria. The execution criteria that have been considered in developing this policy are:

- the characteristics of the Client;
- the characteristics of the type of Client order;
- the characteristics of the financial instruments that are the subject of that order; and
- the characteristics of the execution venues to which that order can be directed.

Orders for execution will differ in size, type and market impact. It is therefore possible for Velocity to fulfil its best execution commitment in different ways for Client orders that have different characteristics. The execution criteria above have been considered when determining the relative importance of the execution factors for each class of financial instrument and the execution venues which Velocity utilise.

3. EXECUTION FACTORS

We are required to take into account the following execution factors when taking reasonable steps to achieve best execution. These factors will also be considered when determining the execution venues that are selected to execute an order;

- price;
- costs;
- speed;
- likelihood of execution and settlement; and
- nature or any other consideration relevant to the execution of an order.

Taking into account the execution criteria listed above, we have determined that the factor which will generally be of primary importance will be notional amount (order size).

In some instances, we may consider speed, likelihood of execution and settlement, the size and nature of the order and market impact to be of greater importance in achieving the best possible result for the Client. Depending on the circumstances, and for some orders or financial instruments, we may determine that other execution factors are more important in obtaining the best possible results.

4. EXECUTION VENUES AND PROCESS

Our list of execution venues used in respect of each class of financial instruments is provided at the end of this document. This list may not be exhaustive, but comprises the execution venues on which we place significant reliance. We reserve the right to use alternative execution venues, where it is deemed appropriate in order to achieve the best possible result for the Client.

We regularly assess execution venues to ensure that the best possible results are obtained when executing Client orders. We will execute orders on one of the following execution venues, or a combination of one or more of the following:

- regulated markets;
- multi-lateral trading facilities;
- by crossing client orders with that of another client; and
- market counterparties or other liquidity providers.

Since we execute Client orders and also transmit certain orders to other firms for execution, in this policy, the term execution venue also includes other counterparties with which we place orders or to which we transmit orders for execution.

5. ORDER HANDLING

We maintain procedures and arrangements which provide for the prompt, fair and expeditious execution of orders, relative to other orders.

We aim to execute orders promptly in all cases, taking account of the nature of the financial instrument in question. It may be necessary, due to the size of the orders executed, for Velocity to execute orders over a longer period of time. This is likely to happen where trades of such a size would have a large market impact if they were executed at one point in time. Orders are executed in the order of the time of their receipt by Velocity. All executed orders are recorded by Velocity.

Where Clients provide us with specific instructions in relation to an order, or any particular aspect of the order, we will execute the clients order in accordance with those instructions. However, this might mean that we cannot take those steps under our execution policy that we believe necessary to achieve best execution in relation to the elements covered by the Client's specific instructions.

If the Client's order includes a specified price limit or better and a specific size (a limit order), then it may not always be possible to execute an order in the prevailing market conditions and the order may need to be made public. Velocity will use its discretion, considering the Client's best interests, when deciding to make the limit order public unless otherwise instructed by client.

7. MATERIAL CHANGE

We will notify our Clients if a material change is made to the order execution arrangements or execution policy.

8. EXECUTION VENUES

Velocity will execute orders over-the-counter.

OTC derivative contracts are bilateral contracts, such as options, swaps and forwards which are traded-over the-counter, i.e. not on a regulated market.

13 FEES AND EXPENSES

- 13.1 The basis on which, the manner in which and the intervals at which the Client will remunerate Velocity Trade and/or its Associates for the Services rendered by Velocity Trade and/or its Associates to the Client or Transactions concluded with or on instruction of the Client in terms of this Agreement are set out in the applicable Product Schedule as furnished via the Website or as otherwise notified by Velocity Trade and/or its Associates to the Client or its clients generally.
- 13.2 Velocity Trade may, on prior written notice, furnish to the Client, whether electronically or otherwise, with changes to the fees and charges from time to time.
- 13.3 The Parties agree that Velocity Trade will calculate the fees and charges payable on the applicable calculation dates and notify the Client in writing of the fees calculated.

14 PAYMENTS AND STANDARD SETTLEMENT INSTRUCTIONS

- 14.1 The Client authorises Velocity Trade in accordance with their usual practice, to withdraw from the Velocity Trade bank account where Client Moneys are held (including, where relevant, the Segregated Funds Account), and to debit the relevant Account accordingly, at any time any fee, commission or charge when it becomes payable to Velocity Trade and/or any of its Associates.
- 14.2 Velocity Trade may, in its absolute discretion, determine and advise the Client that if, on any date-
- 14.2.1 the same amounts are payable under this Agreement in respect of the same type of Transaction by each party to the other in the same currency, then, on that date, each party's obligation to pay that amount is automatically satisfied and discharged; and
- 14.2.2 the aggregate amount payable by one party exceeds the aggregate amount that is payable by the other party in the same currency, then, on that date, the amounts payable by each party to the other party are to be paid or satisfied by payment of the net amount of those obligations by the party having a net debit to the party having a net credit.
- 14.3 Velocity Trade has appointed a service provider to ensure that Velocity Trade complies at all times with its memorandum and articles of associations or memorandum of incorporation, whichever is applicable, and that all payments made by Velocity Trade will be in line with the standard settlement instruction issued by the Client or the relevant third party.

15 REPORTING TO CLIENT

- 15.1 Velocity Trade will provide regular statements electronically to Clients.
- 15.2 The Client is responsible for ensuring that its electronic mail contact details with Velocity Trade are accurate and up-to-date.

16 RISK

- 16.1 The Client acknowledges and agrees that –
- 16.1.1 the Client has read and understood the risks of entering into Transactions outlined in the Risk Disclosure Statement and/or on the Website; and
 - 16.1.2 entering into Transactions incurs the risk of loss as well as the prospect of profit; and
 - 16.1.3 it accepts such risks, which may result in financial loss.

17 EXEMPTION, INDEMNITY AND INSURANCE

- 17.1 Subject to clause 17.2, Velocity Trade shall not be liable for, and the Client hereby indemnifies Velocity Trade against, any claims for loss, expense or damage which the Client may suffer, howsoever such loss, expense or damage may arise or be suffered, in respect of the Transactions concluded by the Client.
- 17.2 The exemption and indemnity in clause 17.1 shall not extend to any loss, expense or damage which arises as a result of the fraud, dishonesty or gross negligence of Velocity Trade or any director, employee, officer, or agent of Velocity Trade.
- 17.3 Velocity Trade shall, to the extent, and if required by the registrar in terms of the FAIS Act, arrange and maintain, at its own expense, insurance cover in respect of any liability which may be incurred by Velocity Trade in connection with this agreement. Velocity Trade shall on request from the Client furnish the Client with written confirmation of the amount of such insurance cover.

18 SEGREGATED FUNDS ACCOUNT

- 18.1 Subject to this Agreement and Applicable Law, Velocity Trade will hold Client Money in respect of Transactions in a Segregated Funds Account -
- 18.1.1 in South Africa with one or more Registered Banks; or
 - 18.1.2 outside South Africa with one or more overseas banks.
- 18.2 The Client acknowledges and agrees that, where Client Money is described as being held in a “segregated funds account” -
- 18.2.1 that account is maintained by Velocity Trade in its own name or by one of its Service Providers but is held in trust for the benefit of the Clients;
 - 18.2.2 that account is managed by the Service Provider;
 - 18.2.3 Client Money of the Client is pooled with client money of other clients of Velocity Trade;
 - 18.2.4 Client Money of the Client may, in the insolvency of Velocity Trade and subject to Applicable Law, be held in favour of all clients of Velocity Trade with funds in the relevant Segregated Funds Account; and
 - 18.2.5 there are risks involved in the manner in which Client Money is so held
- 18.3 The Parties wish to record that the Client Money falls under the Financial Institutions (Protections of Funds) Act 28 of 2001 and which act applies in relation to the protection of Client Money and trust property and Velocity Trade undertakes at all times to comply with its obligations as a financial institution under such act.
- 18.4 The Client acknowledges and agrees that Velocity Trade and the appointed service provider may, jointly, subject to Applicable Law withdraw moneys from a Segregated Funds Account for the purpose of -

- 18.4.1 making a payment for, or in connection with, the entering into settling of Transactions by Velocity Trade (including any such payment referred to in this Agreement); or
 - 18.4.2 making a payment to the Client; or
 - 18.4.3 making a payment to another person designated by Velocity Trade in connection with a Transaction entered into under this Agreement and agreed to by the Client,
- such payments being, for the purposes of this clause, payments made to persons specified by the Client in accordance with the SSI -
- 18.4.4 meeting the amount of any fees, commissions or other charges payable under this Agreement by the Client to Velocity Trade in respect of any Transaction; or
 - 18.4.5 making a payment to Velocity Trade in reimbursement for any payment made by Velocity Trade to or on behalf of the Client for which Velocity Trade is entitled to be reimbursed by the Client under this Agreement; or
 - 18.4.6 where funds are deposited into the Segregated Funds Account that include Client Money and other money, withdrawing that portion of the funds that is not Client Money; or
 - 18.4.7 where Velocity Trade has deposited its own money into the Segregated Funds Account to cover a shortfall in the Segregated Funds Account, withdrawing that money once it is no longer required to cover the shortfall.
- 18.5 Velocity Trade is entitled at any time to deduct, without notice or recourse to the Client, any moneys deposited in, or credited to, the Segregated Funds Account -
- 18.5.1 in error by, or on behalf of, Velocity Trade; or
 - 18.5.2 that are not Client Money.

19 REPRESENTATIONS AND WARRANTIES

- 19.1 Each of Velocity Trade and the Client represents and warrants to the other that -
- 19.1.1 its obligations under each of this Agreement and each Transaction are legal, valid, binding and enforceable in accordance with its terms, subject to equitable principles and insolvency laws of general application;
 - 19.1.2 no litigation, arbitration or administrative proceeding is current, pending or, to its knowledge, threatened that has or could have a material adverse effect on it or on Velocity Trade's ability to exercise or enforce its rights under this Agreement or any Transaction;
 - 19.1.3 it is solvent and able to pay its indebtedness as it falls due;
 - 19.1.4 no Event of Default has occurred and is continuing;
 - 19.1.5 the execution and delivery of, and observance under, this Agreement and each Transaction, and any instrument in connection with this Agreement to which it is a party, do not violate or conflict with any Applicable Laws, any provision of its constituent documents, any order or judgment of any court or Public Authority applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - 19.1.6 all consents required to be obtained by it in connection with the execution, delivery and performance of this Agreement, including in relation to its access to and use of a Trading Platform, have been obtained and all Transactions are valid and subsisting.

- 19.2 The Client represents and warrants that -
- 19.2.1 all information provided by the Client to Velocity Trade in connection with this Agreement and each Transaction was true in all material respects as at the date when that information was provided and remains so as at the date of this Agreement; and
- 19.2.2 there are no facts or circumstances that have not been disclosed to Velocity Trade that would make that information untrue or misleading in any material respect;
- 19.2.3 the Client's access to and use of each Trading Platform complies with -
- 19.2.3.1 all Applicable Law (including all relevant export laws and regulations to ensure that no software or any portion of it is exported, directly or indirectly, in violation of those laws);
- 19.2.3.2 all applicable policies and practices of securities and futures Exchanges, External Exchanges and associations, alternative trading facilities, and regulatory or self-regulatory organisations; and
- 19.2.3.3 the policies and procedures (whether stated orally or in writing) applicable to each Trading Platform and this Agreement;
- and the Client has all consents, rights, authority and has taken all actions necessary, to use a Trading Platform and enter any Transactions relating thereto;
- 19.2.4 the Client is not in default under -
- 19.2.4.1 any agreement relating to indebtedness; or
- 19.2.4.2 any guarantee; or
- 19.2.4.3 any other agreement,
- to an extent or in a manner that has or would have a material adverse effect on the Client;
- 19.2.5 the Client is acting for the Client's own account, and it has made its own independent decision to enter into this Agreement and each Transaction, and whether any Transaction is appropriate or proper, based upon the Client's own judgment and upon advice from such advisers as the Client has deemed necessary;
- 19.2.6 the Client is not relying on any communication (written or oral) of Velocity Trade as investment advice or as a recommendation to enter into this Agreement or any Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction are not considered investment advice or a recommendation to enter into that Transaction; and
- 19.2.7 the Client has not received from Velocity Trade any assurance or guarantee as to the expected results of any Transaction;
- 19.2.8 the Client is capable of assessing the merits of and understanding (on the Client's own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of each Transaction; and
- 19.2.9 the Client is capable of assuming, and assumes, the financial and other risks of each Transaction;
- 19.2.10 Velocity Trade does not act as a fiduciary for or an adviser to the Client in respect of any Transaction; and
- 19.2.11 except as disclosed to, and accepted in writing by, Velocity Trade, no security interest exists over or affects, nor is there any agreement to give or permit to exist any security interest over or affecting, any Account or moneys payable or paid to Velocity Trade.

- 19.3 If the Client is a company, the Client represents and warrants that -
- 19.3.1 it is incorporated, has full power and authority to enter into and comply with its obligations under this Agreement and each Transaction; and
 - 19.3.2 has taken all corporate and other action and obtained all consents needed to enable it to do so; and
 - 19.3.3 the execution, delivery and performance of this Agreement and each Transaction does not violate its founding documentation.
- 19.4 If the Client is trustee of a trust, the Client represents and warrants that -
- 19.4.1 the Client is entering into this Agreement and each Transaction as duly appointed trustee of the trust; and
 - 19.4.2 the Client is presently the sole trustee or, if not, that all trustees have entered into this Agreement;
 - 19.4.3 the trust was validly created and is in existence at the date of the Client's submission of the Application Form;
 - 19.4.4 the execution, delivery and performance of this Agreement and each Transaction is permitted by the terms of the trust deed and does not violate the trust deed or the trust; and
 - 19.4.5 the trust is solely constituted by the trust deed;
 - 19.4.6 the Client has full power and authority to enter into and comply with its obligations under this Agreement and each Transaction; and
 - 19.4.7 the Client has taken all action and obtained all consents necessary to enable it to do so; and
 - 19.4.8 the Client is not in breach of the terms of the trust, whether related to this Agreement or not, and has the right to be indemnified from the assets of the trust for all liabilities incurred under this Agreement and each Transaction;
 - 19.4.9 even though the Client is entering into this Agreement and each Transaction as trustee of a trust, the Client is personally liable to meet any obligations under this Agreement and each Transaction.
- 19.5 Each of the representations and warranties in this clause is deemed to be repeated continuously so long as this Agreement remains in effect by reference to the facts and circumstances then existing.

20 TRADING HOURS

- 20.1 Subject to clauses 20.2 and 20.3 Velocity Trade intends to, but is under no obligation to, quote prices and rates and accept instructions (whether oral, written or electronic) in relation to any Transaction during Normal Trading Hours.
- 20.2 Velocity Trade is under no obligation to quote prices or rates, or to accept instructions (whether oral, written or electronic) in relation to any Transaction on a South African public holiday which, in Velocity Trade's reasonable opinion, affects any security or derivative.
- 20.3 Velocity Trade is under no obligation to quote prices or rates or accept instructions (whether oral, written or electronic) in relation to any Transaction during any time when the relevant listed securities or derivatives market is closed for business.

21 LEGAL AND REGULATORY REQUIREMENTS

- 21.1 Notwithstanding any other provision of this Agreement, Velocity Trade may take any action it considers necessary or desirable in its absolute discretion to ensure compliance with all Applicable Law.
- 21.2 Velocity Trade undertakes to comply with all Applicable Law including the terms and conditions of any authorisation to carry on the business of dealing in futures contracts granted under FAIS and the FM Act and as Authorised Representative.
- 21.3 The Client undertakes to comply with all Applicable Law.
- 21.4 The Client acknowledges that, for the purpose of compliance with any Applicable Laws, Velocity Trade may be required to report details relating to the Client to the relevant authorities.

22 TAXES

- 22.1 The Client is to pay all Taxes and all other fees reasonably incurred by Velocity Trade in connection with this Agreement or any Transaction.
- 22.2 Any imposition of Tax, which may from time to time be levied in respect of this Agreement or any Transaction, is for the account of, and payable by, the Client.
- 22.3 Velocity Trade is entitled to deduct or withhold any Tax, as required by law to be deducted or withheld, from any payment made under this Agreement, or any payment made under any Transaction or any amount credited to the Velocity Trade bank account where Client Moneys are held (including, where relevant, the Segregated Funds Account) or any Account.

23 FORCE MAJEURE

- 23.1 Velocity Trade is not in default or breach of this Agreement or any Transaction to the extent that Force Majeure arises.
- 23.2 Subject to clause 23.3, if Force Majeure arises, Velocity Trade is to use its reasonable endeavours to give notice as soon as reasonably practicable to the Client accordingly.
- 23.3 Velocity Trade is not liable to the Client for any failure or delay in giving this notice.
- 23.4 If Force Majeure arises, and regardless of whether or not Velocity Trade has given the notice referred to in clause 23.2, Velocity Trade may take whatever steps in relation to this Agreement or any Transaction that, in its opinion, are necessary or desirable, including -
 - 23.4.1 changing or restricting any hours within which the Client may enter into Transactions; or
 - 23.4.2 amending this Agreement or any Transaction, to the extent only that it is not possible, practicable or legal for Velocity Trade to perform or comply with its obligations to the Client under this Agreement or any Transaction; or
 - 23.4.3 terminating, closing out or not rolling over any Transaction or cancelling any instructions or orders under this Agreement or any Transaction; or
 - 23.4.4 taking or omitting to take any other action that Velocity Trade, acting reasonably, deems to be appropriate in the circumstances having regard to its business and its clients generally.

24 EVENTS OF DEFAULT

- 24.1 An Event of Default is any of the following events or circumstances with respect to Velocity Trade or the Client, as appropriate (the “**Defaulting Party**”, the other party being the “**Non-defaulting Party**”) -
- 24.1.1 any representation or warranty made by Velocity Trade or the Client under or in connection with this Agreement or a Transaction is later found to be incorrect or misleading in a material respect; or
 - 24.1.2 the Client fails to satisfy any credit requirement as may be determined by Velocity Trade from time to time having regard for the Applicable Laws; or
 - 24.1.3 the Client fails to perform or comply with any of its obligations under this Agreement or any Transaction; or
 - 24.1.4 the Client is in breach of any Applicable Law; or
 - 24.1.5 the conduct of the Client is such that, in the opinion of Velocity Trade, it would cause a reasonably prudent financial person dealing in any of the Transactions to be of the view that the Client could be unable to perform and comply with any of the Client’s obligations under this Agreement or any Transaction, including strict compliance with any time limit; or
 - 24.1.6 where the Client is a natural person -
 - 24.1.6.1 the Client dies or becomes of unsound mind; or
 - 24.1.6.2 the Client’s person or estate is liable to be dealt with in any way under any law relating to mental health; or
 - 24.1.6.3 in the absence of the Client making alternative arrangements, the Client is not contactable by Velocity Trade for any period of 24 hours in order for Velocity Trade to obtain instructions relating to any Transaction, any order or any obligations of the Client under this Agreement or any Transaction; or
 - 24.1.6.4 the Client becomes insolvent or enters into a composition or arrangement for the benefit of creditors or if the Client act of insolvency as defined in the Insolvency Act 24 of 1936; or
 - 24.1.7 Velocity Trade or the Client, where the Client is a company -
 - 24.1.7.1 if either Party is deemed to be unable to pay its debts in terms of the Companies Act, 2008; and/or
 - 24.1.7.2 if either Party compromises or attempts to compromise with its creditors, or defers or attempts to defer payment of debts owing by either Party to its creditors generally; and/or
 - 24.1.7.3 any final judgment of any court or arbitration award against either Party remains unsatisfied for a period of 10 (ten) Business Days after it has been granted against such Party and for the purposes of this sub-paragraph, a final judgment means a judgment -
 - 24.1.7.3.1 which is not appealable, or
 - 24.1.7.3.2 which is appealable but in respect of which the period for the lodging of an appeal has lapsed and the relevant Party has failed to institute appeal proceedings, or
 - 24.1.7.3.3 which is not capable of rescission, or
 - 24.1.7.3.4 which is capable of rescission but in respect of which the period for applying for rescission has lapsed and the relevant Party has failed to apply for rescission or has applied for rescission of such judgment and the application for rescission has been denied; and/or

- 24.1.7.3.5 if any property, moveable or immoveable, of either Party is attached in execution or by any process of any Court; and/or
- 24.1.7.4 if either Party's members propose or pass a resolution to be placed in business rescue or for its liquidation or winding-up; and/or
- 24.1.7.5 if either Party has an order granted against or in respect of it, in terms of which such Party is sought to be provisionally or finally wound up, liquidated, dissolved or placed under judicial management or has any equivalent application or proceedings brought against it in terms of any equivalent applicable legislation; and/or
- 24.1.7.6 any guarantee of or security given in respect of the Client's obligations under this Agreement is, without the consent of Velocity Trade, withdrawn or becomes defective or insufficient.
- 24.1.8 If, at any time, an Event of Default has occurred in respect of the Defaulting Party, the Non-defaulting Party may give a Termination Notice to the Defaulting Party designating a Termination Date for the termination of all (or some only) Transactions (Terminated Transaction).

25 TERMINATION

- 25.1 This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with the provisions of 24 and the remaining provisions of this clause 25.
- 25.2 Velocity Trade and the Client shall be entitled to terminate this Agreement -
 - 25.2.1 by notice in writing to the other party of 60 calendar days; or
 - 25.2.2 by written agreement, subject to the terms of such agreement.
- 25.3 Notwithstanding anything to the contrary contained in this Agreement, in the event of the Client being a natural person, Velocity Trade and the Client shall be entitled to terminate this Agreement in the following manner -
 - 25.3.1 the Client may terminate this Agreement, at any time, by giving 20 (twenty) business' days' notice to this effect to Velocity Trade; or
 - 25.3.2 Velocity Trade may cancel this Agreement in the event of a material breach having been committed by the individual Client and the Client failing to rectify such breach within 20 (twenty) business' days' of receipt of a written notice from Velocity Trade.
- 25.4 Should Velocity Trade -
 - 25.4.1 cease to be a licensed financial services provider in terms of the FAIS Act; or
 - 25.4.2 be sequestrated, liquidated or placed under judicial management, whether provisionally or finally;

Velocity Trade shall notify the Client immediately and take reasonable steps to ensure any outstanding business is completed promptly or transferred to another provider.
- 25.5 Subject to specific written instructions from the Client, Velocity Trade shall not initiate any Transaction on behalf of the Client after notice of termination has been received or given.

26 INDEMNITY

- 26.1 The Client indemnifies each of Velocity Trade, Global CFDs CC and the Associates (each, an indemnified party) against, and agrees to hold each of them harmless from, any and all losses, including Consequential Loss, sustained or incurred by an indemnified party arising out of or in connection with -

- 26.1.1 any breach of representation or warranty made by the Client under or in connection with this Agreement or any Transaction; or
- 26.1.2 any failure by the Client to comply with or perform any of its obligations under or in connection with this Agreement or a Transaction; or
- 26.1.3 any access or use or attempted access or use to or of a Trading Platform by the Client and any person accessing or using a Trading Platform through any Security Credentials, whether or not such access or use is authorised by the Client; or
- 26.1.4 any third party claim related to the access or use or attempted access or use to or of a Trading Platform by the Client, any component of a Trading Platform or any data provided through a Trading Platform or relating to decisions or advice arising out of such access or use; or
- 26.1.5 any claim by any Licensor arising or resulting from the Client's' access or use or attempted access or use to or of an Electronic Trading Platform; or
- 26.1.6 any insufficiency whatsoever with respect to the environment from which the Client accesses or uses a Trading Platform and/or with respect to the Client's security measures to prevent unauthorised access to or use of a Trading Platform and any security breach in relation to a Trading Platform (including any access to or use of any of Velocity Trade's other systems not covered by this Agreement and any software viruses or other activities that comprise the security arrangements of Velocity Trade's IT infrastructure or network) caused directly or indirectly by the Client or any of its Representatives; or
- 26.1.7 any error, corruption or delay in any order or other instruction (whether oral, written or electronic) communicated by the Client; or
- 26.1.8 acting on any order or instruction (whether oral, written or electronic) which is communicated using any Security Credentials; or
- 26.1.9 the termination by Velocity Trade of any Transaction under this Agreement; or
- 26.1.10 the enforcement of an indemnified party's rights under this Agreement or any Transaction,
 - except and to the extent that the loss or Consequential Loss is sustained or incurred by an indemnified party directly as a result of its gross negligence or wilful default.
- 26.2 Each indemnity in this clause constitutes a separate and independent obligation of the Client from its other obligations under this clause.
- 26.3 No proof or evidence of any actual loss, including consequential loss, may be required by the Client.

27 EXCLUSION OF LIABILITY

- 27.1 Velocity Trade is not liable to the Client for any loss or consequential loss suffered or incurred by the Client arising out of or in connection with this Agreement or any Transaction, whether in contract, delict, or otherwise, including -
 - 27.1.1 any error, corruption or delay in any order, instruction or other communication (whether oral, written or electronic) by the Client; or
 - 27.1.2 Velocity Trade acting on any order, instruction or other communication (whether oral, written or electronic) through any Security Credentials; or
 - 27.1.3 any misrepresentation of any information or general financial advice provided by or on behalf of Velocity Trade in relation to this Agreement or a Transaction; or

- 27.1.4 except in the case of fraud by Velocity Trade, the reliance of the Client on a rate or a price which the Client knew, or ought reasonably to have known, to be materially incorrect; or
- 27.1.5 the entry into of a Transaction, or other action, by the Client on the basis of money deposited in or credited to an Account, or (where applicable) the Segregated Funds Account or any other account where Client Money is held, in error by, or on behalf of, Velocity Trade; or
- 27.1.6 the exercise, attempted exercise or non-exercise of any of the rights, powers or remedies of Velocity Trade under this Agreement or any Transaction; or
- 27.1.7 the occurrence and continuance of any Force Majeure; or
- 27.1.8 any failure of the Client -
 - 27.1.8.1 to access or use the Trading Platform for its intended purposes, whether as a result of failure by Velocity Trade or otherwise; or
 - 27.1.8.2 to maintain the security, integrity and confidentiality of all Security Credentials; or
 - 27.1.8.3 to verify its Trading Platform Communications and any communications sent by Velocity Trade by way of the relevant Trading Platform, other notices and communications and other reports; or
 - 27.1.8.4 any deficiency whatsoever of the Trading Platform, including failure of, or inability to, access or use the Trading Platform; or
 - 27.1.8.5 the occurrence of Abnormal Market Conditions; or
 - 27.1.8.6 any failure of a telecommunications link or network by which the Client may seek access to or use of a Trading Platform; or
 - 27.1.8.7 with respect to any information published on the Website, including any claims or losses in relation to the accuracy, reliability or timeliness of such information; or
 - 27.1.8.8 with respect to any support, advice or assistance provided by Velocity Trade, including any claims or losses in relation to technical support, trading support and account administration support.

28 TAPE RECORDING

- 28.1 The Client acknowledges and agrees that Velocity Trade may -
 - 28.1.1 record all telephone conversations between the Client and Velocity Trade; and
 - 28.1.2 submit the recording, or a transcript from the recording, as evidence to any court or in any proceeding for the purpose of establishing any matters pertinent to this Agreement or any Transaction.
- 28.2 The Client acknowledges and agrees that Velocity Trade is under no obligation to retain a recording or transcript made by Velocity Trade and that Velocity Trade may destroy such recording or transcript.

29 CONFIDENTIALITY

- 29.1 Each Party undertakes, without the prior written consent of the other Party -
 - 29.1.1 not to use (other than in performing its obligations or exercising its rights under this Agreement or a Transaction) or disclose to any person any Confidential Information it has or acquires under or pursuant to this Agreement or any Transaction; and

- 29.1.2 to make every effort, including issuing legal proceedings, to prevent the use or disclosure of Confidential Information by any person.
- 29.2 The obligations contained in clause 29.1 do not apply -
- 29.2.1 to the extent required by law, by the listing requirements of any relevant Exchange, External Exchange or other Public Authority; or
- 29.2.2 to the extent that the information is already in the public domain (other than by virtue of a breach by it of the provisions of this Agreement or any Transaction); or
- 29.2.3 to any information that each party agrees in writing is not Confidential Information; or
- 29.2.4 to the extent that either party must use or disclose Confidential Information in order to perform its obligations under, or comply with the terms of, this Agreement or any Transaction; or
- 29.2.5 to any information about the Client that Velocity Trade, in its absolute discretion, deems necessary to disclose to its Associates provided that each of those persons -
- 29.2.5.1 is made aware of the provisions of this clause; and
- 29.2.5.2 needs to know that information for the purpose of performing obligations or exercising rights under this Agreement or a Transaction as the case may be.
- 29.3 If either party becomes aware, or suspects, that any unauthorised person has obtained or attempted to obtain access to Confidential Information of the other party, that party is immediately to notify the other party and take the steps reasonably available to it to protect that Confidential Information.

30 DATA PROTECTION LAWS

Velocity Trade agrees that it shall –

- 30.1 use and apply appropriate measures, procedures and controls in the processing of the Client's personal information in terms of this Agreement, it being agreed that Velocity Trade shall process the Client's personal information in accordance with the Privacy Policy;
- 30.2 ensure that in the course of the performance of its obligations in terms of this Agreement, it complies with all Applicable Law relating to the protection of data or personal information, including but not limited to the Protection of Personal Information Act, 4 of 2013; and
- 30.3 comply with all applicable industry codes of conduct to the extent that they regulate or relate to the processing of personal information.

31 CONFLICTS OF INTEREST

- 31.1 The Client acknowledges and agrees that Velocity Trade is not responsible for any loss, including consequential loss, which may result directly or indirectly from services or actions provided or taken pursuant to this Agreement.
- 31.2 The Client acknowledges that Velocity Trade's relationship to the Client is not that of a fiduciary and Velocity Trade owes no fiduciary duties to the Client.

32 SHARING OF COMMISSIONS, FEES AND CHARGES

- 32.1 The Client acknowledges and agrees that Velocity Trade may share commissions, fees and charges with its Associates or other third parties or receive remuneration from them in respect of Transactions.

- 32.2 Details of these commissions, fees, charges, remuneration or sharing arrangements will be disclosed in accordance with any requirements of Applicable Law.

33 INSTRUCTIONS

33.1 Instructions

- 33.1.1 The Client may place an order or otherwise give Velocity Trade instructions (whether oral, written or electronic) as specified in any then-current Risk Disclosure Statement or otherwise published or provided by Velocity Trade.
- 33.1.2 Velocity Trade may, in its absolute discretion, decide whether or not to accept any oral, written or electronic instructions.
- 33.1.3 Velocity Trade may act upon the oral, written or electronic order or instruction, including any Trading Platform Communications, of the Client, or any person who appears to Velocity Trade to be the Client, notwithstanding that the person is not, in fact, the Client.
- 33.1.4 In particular, Velocity Trade may act upon any Trading Platform Communications using the Client's Security Credentials.
- 33.1.5 The Client is to keep all security information relating to a Trading Platform, its Transactions, each Account and this Agreement, and all Security Credentials, confidential and secure.
- 33.1.6 Velocity Trade is not required to establish the authority of any person quoting the Client's Security Credentials.
- 33.1.7 If the Client is aware or suspects that any of these things is no longer confidential or secure, then the Client is to contact Velocity Trade as soon as practicable in order that it or they may be changed or otherwise made secure.

33.2 Required instructions, etc.

- 33.2.1 The Client must promptly give to Velocity Trade any instructions which Velocity Trade may require of the Client in respect of any Transaction or proposed Transaction.
- 33.2.2 If the Client does not promptly give those instructions, Velocity Trade, acting reasonably, may take the steps at the Client's cost and expense as Velocity Trade considers necessary or desirable for its own protection or the protection of the Client.
- 33.2.3 The Client authorises Velocity Trade to charge the Velocity Trade bank account where Client Moneys are held (including, where relevant, the Segregated Funds Account) with any such cost or expense of taking those steps.
- 33.2.4 The Client acknowledges and agrees that Velocity Trade is not responsible for notifying the Client of any times, dates or events that may be relevant to any Transaction (including in relation to Transactions where Velocity Trade may require instructions).
- 33.2.5 Velocity Trade may (but is not in any circumstances obliged to) require confirmation (in the form that Velocity Trade requires) of any order or instruction (whether oral, written or electronic) if -
- 33.2.5.1 the order or instruction is to close an Account or remit money due to the Client; or
- 33.2.5.2 it appears to Velocity Trade, acting reasonably, that the confirmation is necessary or desirable.
- 33.2.6 Velocity Trade may acknowledge an order, instruction or other communication (whether oral, written or electronic) orally, in writing or by way of a Trading Platform.

34 ASSIGNMENT

- 34.1 Subject to this clause, this Agreement is binding upon and ensures for the benefit of each of Velocity Trade and the Client and its successors and permitted assignees or transferees.
- 34.2 Velocity Trade may assign or transfer any of its rights or obligations under this Agreement or any Transaction without the consent of the Client. Each assignee or transferee is to have the same rights against the Client under this Agreement or any Transaction as if named in this Agreement as Velocity Trade.
- 34.3 Velocity Trade may disclose, on a confidential basis, to a potential assignee, transferee or other person with whom contractual relations in connection with this Agreement or any Transaction are contemplated, any information about the Client, whether or not that information was obtained in confidence and whether or not that information is publicly available.
- 34.4 The Client may not -
- 34.4.1 assign or transfer (whether absolutely, in equity, by way of security or otherwise), declare a trust over or otherwise deal with any of its rights or obligations under this Agreement or any Transaction; or
- 34.4.2 allow any such assignment, transfer, trust or dealing to subsist, without the prior written consent of Velocity Trade.
- 34.5 If an Event of Default occurs or the Client is in default of any of its obligations under this Agreement or any Transaction, Velocity Trade may (without prejudice to any other rights it may have) at any time afterwards assign and transfer to any person (including any third party with whom Velocity Trade has entered into Hedging Arrangements) with immediate effect all or any of its rights in respect of moneys owing to it under this Agreement or any Transaction, as well as any security or other remedies available to it in respect of those moneys.
- 34.6 If any such assignment is made, then the Client, if so required by Velocity Trade and the assignee and transferee, is to acknowledge in writing that the assignee and transferee has assumed the rights and obligations of Velocity Trade under this Agreement and any Transaction in relation to the relevant moneys.

35 DISPUTE RESOLUTION

- 35.1 The Parties agree that any dispute (including an alleged breach of, or default under, any Transaction) will be determined in terms of this clause by written notice given to the other Party in accordance with the rules of the Arbitration Foundation of Southern Africa (“AFSA”) by an arbitrator or arbitrators nominated by the Parties.
- 35.2 This clause shall not preclude either Party from obtaining urgent relief from a court of competent jurisdiction.
- 35.3 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should Velocity Trade, by written notice require the arbitration to be held on an urgent basis. In such event the Parties agree to apply jointly to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 35.4 The arbitrator shall be, if the matter in dispute is principally -
- 35.4.1 a legal matter, a practising advocate or attorney of Cape Town of at least fifteen years’ standing;
- 35.4.2 an accounting matter, a practising chartered accountant of Cape Town of at least fifteen years’ standing;
- 35.4.3 any other matter, any independent person,
- agreed upon between the Parties.

- 35.5 Should the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within seven days after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 35.6 Should the Parties fail to agree on an arbitrator within fourteen days after the giving of notice in terms of clause 35.1, the arbitrator shall be appointed at the request of either Party to the dispute in terms of the Rules of AFSA.
- 35.7 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 35.8 at the instance of any of the parties to the dispute.
- 35.8 The Parties hereby consent to arbitration being held in Cape Town and to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 35.2.
- 35.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 35.10 The provisions of this clause are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

36 NOTICES AND ADDRESSES OF SERVICES

- 36.1 Each of the Parties choose as the address for service and delivery of documents their respective addresses set out in the Client Application for the purposes of the giving of any notice, the serving of any process and for any other purpose arising out of or in connection with this Agreement.
- 36.2 Each of the Parties shall be entitled from time to time to vary its address for the service and delivery of documents to any other address within the Republic of South Africa which is not a post office box or *post restante*.
- 36.3 Any notice given in terms of this Agreement shall be in writing and shall -
- 36.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
- 36.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 4th (fourth) day following the date of such posting;
- 36.3.3 if transmitted by facsimile be deemed to have been received by the addressee on the expiration of 24 (twenty four) hours after transmission;
- 36.3.4 if sent by courier be deemed to have been received on the date of delivery by the courier service concerned, unless the contrary is proved;
- 36.3.5 if transmitted by electronic mail message, be deemed to have been delivered to and received by the addressee when the complete electronic mail message enters an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee.
- 36.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from the other including by way of facsimile transmission shall be adequate written notice or communication to such Party.

37 AMENDMENTS

- 37.1 Except as specifically otherwise provided in any of the Annexures, Velocity Trade may amend, modify or replace this Agreement and/or any of the then-current documents that comprise this Agreement at any time by -
- 37.1.1 written notice to the Client in accordance with clause 36; and/or
- 37.1.2 posting notice accordingly and/or an amended form of this Agreement and/or any of its components on the Website; and/or
- 37.1.3 posting notice accordingly and/or an amended form of this Agreement and/or any of its components on an Electronic Trading Platform; and/or
- 37.1.4 as otherwise permitted by Applicable Law.
- 37.2 The Client acknowledges and agrees that -
- 37.2.1 Velocity Trade may make available to the Client any such notice and/or an amended form of this Agreement and/or any of its components to this Agreement by any one or more of the means specified in clause 37.1; and
- 37.2.2 if the notice and/or an amended form of this Agreement and/or any of its components is made available to the Client by more than one means, it is deemed to be made available to the Client at the earliest possible time.
- 37.3 A notice and/or an amended form of this Agreement and/or any of its components posted on the Website or on an Electronic Trading Platform is deemed to have been made available to the Client at the time the relevant document was posted by Velocity Trade on the Website or on the Electronic Trading Platform.
- 37.4 Any amendment, modification or replacement to or of this Agreement and/or any of its components is effective on the date specified in the notice.
- 37.5 The amendment, modification or replacement to or of this Agreement is deemed to be accepted by the Client if the Client -
- 37.5.1 continues to enter into Transactions by way of a Trading Platform; or
- 37.5.2 allows any outstanding Transaction to roll over.
- 37.6 This amendment, modification or replacement, where applicable, also amends the terms of any outstanding Transaction on that effective date.

38 GENERAL

- 38.1 Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition contained in this Agreement.
- 38.2 A certificate by Velocity Trade of any amount payable under this Agreement or any Transaction is, in the absence of manifest error or fraud, conclusive evidence for all purposes, including for any proceedings.
- 38.3 Each party will pay its own costs (including legal fees) of entering into -this Agreement.
- 38.4 If the Client is a trustee, the Client undertakes -
- 38.4.1 to notify Velocity Trade immediately in writing if -

- 38.4.1.1 the Client ceases for any reason or at any time to be the sole trustee of the trust; or
- 38.4.1.2 if there are two or more trustees, any other trustee ceases for any reason to be a trustee of the trust; or
- 38.4.1.3 the trust is determined or for any other reason ceases to exist; or
- 38.4.1.4 it becomes aware of any breach of trust; and
- 38.4.2 not to make any distribution of any capital of the trust which would result in the trust having insufficient assets to meet the Client's liabilities under outstanding Transactions and this Agreement.
- 38.5 Except as expressly set out in this Agreement, all warranties that may be implied into this Agreement by law are excluded to the maximum extent permitted by law.
- 38.6 Where this Agreement is executed by any party under power of attorney then, by executing this Agreement, each attorney is deemed to have stated that the attorney has received no notice of revocation of the relevant power of attorney.
- 38.7 The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 38.8 No indulgence, leniency or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder or under a Transaction, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension or preclude such Party from exercising any of its rights an enforcing the obligations of the other Party in terms of this Agreement and the Transaction. A provision of, or a right created under, this Agreement or any Transaction may not be waived except in writing executed by the party granting the waiver.
- 38.9 The person submitting the Application Form on behalf of the Client warrants his authority to do so.
- 38.10 This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and save as may be expressly set out herein, no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.
- 38.11 The rights of each party under this Agreement and each Transaction are cumulative and not exclusive of any rights provided by law.

RISK DISCLOSURE STATEMENT

The information in this Risk Disclosure Statement is general information only and does not take into account your personal objectives, financial situation and needs. You should consider these things and seek independent professional advice before making a decision about our financial products.

You must be satisfied that any trading you undertake in relation to the products described in this Risk Disclosure Statement is appropriate in view of your objectives, financial situation and needs. If you wish to conclude any of the Transactions you are required to agree to the terms of the Client Agreement.

You should be aware of the following points:

- All stock market based investment is exposed to a degree of risk.
- Market fluctuations may have an effect on the value, price or income of investments.
- Investment capital is not guaranteed and past performance is not a guide to future investment performance.
- You are responsible for the selection of any transaction that you place on the Transaction Platform. As such, the performance of any transaction will depend mainly on investment decisions made by you. Velocity Trade does not make any representations regarding the performance of any investment.
- Under certain market conditions it may be difficult or impossible to close out a position. This may occur, for example, where trading is suspended or restricted at times of rapid price movement.
- Prior to the commencement of trading, you should require from your broker written confirmation of all current commission, fees and other transaction charges for which you will be liable.
- Your ability to trade depends on the continued operation of, among other things, the Transaction Platform, the internet, and your personal computer or internet enabled device. A fault, delay or failure of any of these things could prevent you from placing Orders and may result in losses on your Open positions.
- You should read all available information on the Transaction Platform including, but not limited to, the client Terms and Conditions and the “frequently asked questions” in order to properly consider your risks.
- You should carefully consider whether your financial position permits you to participate in listed instruments on the JSE.
- You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.
- Before trading listed instruments on the JSE you should be aware of tax consequences and on this you should consult your lawyer, accountant or other tax advisor.

- **System Risks**

Velocity Trade relies on a number of technology solutions to provide you with its on line Transaction Platform. Transacting on the Transaction Platform may differ from trading on other electronic trading systems.

A disruption to the Velocity Trade Trading Platforms may mean you are unable to trade in products offered by Velocity Trade when you wish and you may suffer a financial loss or opportunity loss as a result.

During a disruption of the Transaction Platform, it may be possible for you to continue to use our financial products by contacting us over the phone; however this will not be possible in every case.

- **Electronic Trading**

There are significant risks associated with using and relying on a web-based, electronic Transaction Platform. Such risks include, but are not limited to, risks related to the use of software and/or telecommunications systems such as software errors and bugs, delays in telecommunications systems, interrupted service, data supply errors, faults or inaccuracies and security breaches.

These risks and the occurrence of disruptive events are outside the control of Velocity Trade and, accordingly, you will have no recourse against Velocity Trade in relation to the use of or availability of our Transaction Platform or any errors in the software and/or related information systems.

There are important provisions regarding the use of the Transaction Platform contained in the Client Agreement. You must ensure that you fully understand these provisions and the risks involved in relying on an on-line, electronic trading system and the limitations in the service that Velocity Trade can provide in relation to the Transaction Platform.

- **Transaction Platform Closed**

Due to the dynamic nature of the financial markets, it is possible that the value of your open positions will change while the trading function of the Transaction Platform is unavailable. In this case, you will not be able to trade in a product such as open a new transaction or close out an open transaction until the trading function of the Transaction Platform is available again. You may suffer a financial loss or opportunity loss as a result.

- **Discretionary Powers of Velocity Trade**

Under the Client Agreement, Velocity Trade has a number of discretionary powers which may affect your trading activities. These powers are set out in this Risk Disclosure Statement as well as the Client Agreement and you should ensure that you fully understand them.

- **Market Volatility**

Markets are subject to many influences which may result in rapid fluctuations and reflect unforeseen events or changes in conditions

In certain market conditions such as during times of price volatility in markets, quotes provided by Velocity Trade may 'gap'. A gap means that a price may unexpectedly jump from one price level to another without trading at rates in between those two price levels or quotes. It is not possible for us to predict when a price 'gap' will occur or by how much. Price gaps are generally a result of unexpected news or previously unknown data being released (e.g. news of terrorist attacks, revaluation of a currency, geopolitical upheaval or natural disasters).

- **Client Acknowledgement**

By accepting the electronic check box as part of this online application process I/We confirm receipt of this Risk Disclosure document and have read, understood and agree to its contents.

Intermediary Disclosure

1. INTRODUCTION

In terms of the General Code of Conduct of the Financial Advisory and Intermediary Services (FAIS) Act, Velocity Trade Financial Services (Pty) Ltd (Registration number 2010/010415/07) is required to disclose the information in this document to you. You are therefore requested to read through the document carefully and sign the acknowledgement that you have read and understand the contents hereof. If there is anything in this document that you do not understand, please request further information from us. You are entitled to a copy of this document for your own records.

2. AUTHORISED FINANCIAL SERVICES PROVIDER

Velocity Trade Financial Services is an authorised financial services provider (FSP number 43295) in terms of Section 8 of the FAIS Act. A copy of our license certificate is available on request. Our physical address is 1st Floor, 200 on Main, Claremont 7708, Cape Town. Our postal address is PO Box 23463, Claremont 7735, Cape Town. The contact person you must liaise with is Daniel Carter, tel 021 200 8800, fax 086 249 1000 or email support@za.velocitytrade.com.

3. FINANCIAL SERVICES AND PRODUCTS

Velocity Trade Financial Services is authorised to render intermediary financial services in respect of the following financial products:

Category I

- Securities and Instruments: Shares
- Securities and Instruments: Derivative Instruments
- Participatory interests in Collective Investment Schemes
- Foreign currency denominated investment instruments
- Deposits defined in the Banks act – 12 months or less

Category II – Discretionary FSP

- Retail Pension Benefits
- Pension Funds Benefits (excluding retail pension benefits)
- Securities and Instruments: Shares
- Securities and Instruments: Money market instruments
- Securities and Instruments: Debentures and securitised debt
- Securities and Instruments: Warrants, certificates and other instruments
- Securities and Instruments: Bonds
- Securities and Instruments: Derivative instruments
- Participatory interests in Collective Investment Schemes
- Long-term Deposits
- Short-term Deposits

4. AUTHORISED KEY INDIVIDUAL AND REPRESENTATIVE

The Financial Services Board has duly authorised Daniel Carter to act as key individual and representative to render financial services as defined in terms of the FAIS Act in respect of the financial products listed above.

Additional representatives including representatives under supervision may be added or removed from Velocity Trade Financial Services' FSP license from time to time. An updated list is available on request.

5. INTERMEDIARIES, INTRODUCING PARTIES AND SERVICE PROVIDERS

Velocity Trade Financial Services may contract with and reward intermediaries for the introduction of clients. However, the introducing party, Velocity Trade Financial Services and its service providers are all separate business entities and are not affiliated in any way.

Intermediaries may be appointed as a representative on Velocity Trade Financial Services' FSP license, however, neither the introducing party nor Velocity Trade Financial Services shall be entitled to provide the client with any particular trading advice. The introducing party may receive ongoing fees related to the trading activity of the client. This fee will represent a portion of the revenue earned by Velocity Trade Financial Services and will be accrued and paid to the introducing party monthly in arrears. These fees will be market related and directly linked to the clients account activity as well as the nature of the product and the relevant fee structure charged to the client.

The introducing party has actual or potential conflicts of interest with clients to the extent that it receives fees or other remuneration for each transaction concluded between the client, Velocity Trade Financial Services and/or its service providers. Each client, Velocity Trade Financial Services and related service providers, and not the introducing party, are the counter parties to each purchase and sale of the products in respect of the terms of business entered into by each client of Velocity Trade Financial Services.

6. CONFLICT OF INTEREST MANAGEMENT POLICY

Velocity Trade Financial Services has adopted and implemented a conflict of interest management policy that complies with the provisions of the FAIS Act. The conflict of interest management policy is available on request and can be obtained by emailing support@za.velocitytrade.com or by telephone: 021 200 8800.

7. INDEMNITY COVER

Velocity Trade Financial Services holds Professional Indemnity and Fidelity cover.

8. FINANCIAL INTELLIGENCE CENTRE ACT (FICA)

In terms of FICA, Velocity Trade Financial Services is an accountable institution. We are required to identify our prospective clients, verify the given information and keep records of the verifying documents. We are also obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities.

9. COMPLAINTS

Should you wish to pursue a complaint against a key individual or representative of Velocity Trade Financial Services, you should address the complaint in writing. If you cannot settle your complaint with us, you are entitled to refer it to the office of the FAIS Ombud, at info@faisombud.co.za or telephone number 0860 324 766. The Ombud has been created to provide you with a redress mechanism for any inappropriate financial advice that you feel may have been given to you by a financial services provider.

10. COMPLIANCE OFFICER

Independent Compliance Services (Pty) Ltd (Registration number: 2003/020695/07) and Practice number 1258 acts as the compliance officer for Velocity Trade Financial Services. Their physical address is IPIC Aurora Centre, Shop 28 A, B and C, Cnr Aurora and Burton Roads, Aurora Durbanville, 7550. The contact person is Mr HA Goosen, tel 021 975 6468, fax 086 628 4567 or email: enrique@complianceservices.co.za.

11. DISCLAIMER

You should note that there are risks involved in buying or selling any financial product, and past performance of a financial product is not necessarily indicative of the future performance. The value of financial products can increase as well as decrease over time, depending on the value of the underlying securities and market conditions.

12. CLIENT ACKNOWLEDGMENT

By accepting the electronic check box as part of this online application process I/We confirm receipt of this Intermediary Disclosure document and have read, understood and agree to its contents.

ASSET SWAP MANDATE

This Asset Swap Mandate applies if the Client makes use of the Asset Swap Facility. This Asset Swap Mandate shall be read with and construed as part of the Client Agreement terms and conditions. The terms defined in the Client Agreement terms and conditions shall bear the same meaning herein.

Authorisation and Purpose

1. This Asset Swap Facility allows South African individuals, trusts, companies, and partnerships to invest offshore without using their FIA (to the extent applicable).
2. By agreeing to this Asset Swap Mandate you grant a limited discretionary mandate to Velocity Trade to manage your foreign investments, subject to Applicable Laws. Velocity Trade may take the following actions on your behalf:
 - a. buy, sell, change or otherwise transact in Securities on your instructions;
 - b. generally do all things which are in the view of Velocity Trade necessary or desirable in order to give effect to your instructions;
 - c. appoint Service Providers or terminate relationships with Service Providers of Velocity Trade's choice, subject to their terms and conditions, execute Transactions by using such Service Providers and otherwise make use of the services provided by them.
3. In addition, Velocity Trade may, in order to render services to you, utilise the service of its own staff or that of another approved financial services provider.
4. Since Velocity Trade will only buy, sell, change, vote, elect or otherwise transact in Securities on your instructions, you must ensure that any such instructions are in accordance with your investment objectives. Velocity Trade shall have no responsibility to monitor that your instructions are in accordance with your investment objectives. No investment or jurisdictions restrictions shall apply to this Asset Swap Mandate.
5. Cash accruals (including dividends and interest) which Velocity Trade receives on your behalf will be kept in your Account and will not be paid out to you. Should you wish to receive cash, you must give notice to Velocity Trade to withdraw money from your Account.
6. Velocity Trade may only exercise any voting power in respect of Securities on your behalf based on your instruction.

What are the risks associated with your investment?

7. By agreeing to the terms of this Asset Swap Mandate, you acknowledge:
 - a. that you understand and are aware of the various risks that are involved in investing and dealing in Securities (including that the value of Securities and income from Securities may fluctuate in line with market movements or the circumstances of the issuer, that the value of your Securities may increase or decrease over time and that past performance is not necessarily a guide to the future);
 - b. that Velocity Trade does not guarantee any future performance of your investments, or that any investment shall retain its value or behave in any particular manner;
 - c. that you have taken note of the Risk Disclosure Statement;
 - d. that there is an investment risk associated with all asset classes, including foreign investments, that are exposed to currency risk; and
 - e. that Velocity Trade does not guarantee the repayment of your original investment and/or the performance of your investments, or make any representation concerning either of these matters, and you accept such risks, which may result in financial loss, and agree that you shall not hold Velocity Trade liable for resulting financial losses.

What fees and costs will you pay?

8. The basis on which, the manner in which and the intervals at which the you must pay fees and costs for using the Asset Swap Facility and the services of Velocity Trade under this Asset Swap Mandate are set out in the Product Schedule. Such fees and costs may be amended from time to time by Velocity Trade. Velocity Trade shall give you 30 days prior written notice of any increase in the fees it charges, but other fees and costs payable by you in connection with this Asset Swap Mandate may change without prior notice.
9. You are required to maintain a positive balance in your Account to ensure that there are enough funds in your account to cover any fees and costs that are to be deducted. Failure to do so could lead to the cash balance in your Account becoming negative at which point Velocity Trade may exercise its discretion to close out some or all of your investment to cover the fees without prior written notice.
10. You acknowledge and agree that Velocity Trade may share commissions, incentives, fee reductions or rebates, fees and charges with its Associates or other third parties or receive commissions, incentives, fee reductions or

rebates from such persons in respect of Transactions. Details of these commissions, incentives, fee reductions or rebates will be disclosed to you in accordance with any requirements of Applicable Law.

How will the currency conversion from Rand and to Rand be dealt with?

11. Velocity Trade will contact an Authorised Dealer (AD) for an FX rate to convert ZAR to required foreign currency or to convert from foreign currency to ZAR.
12. The FX rate offered by the AD plus all AD and VTFS fees for the FX conversion are confirmed with client before transaction executed with AD.
13. ZAR funds are transferred from VTFS Trust Bank Account to the AD or from Custodian account to AD.

What communications can you expect

14. Velocity Trade will provide regular statements electronically to you. It is your responsibility to ensure that your electronic mail contact details provided to Velocity Trade are accurate and up-to-date.
15. Where required by Applicable Law, Velocity Trade will send you all relevant information that a product supplier is obligated to send to you in terms of that law and which Velocity Trade has received from such product supplier, unless you request Velocity Trade in writing not to do so.

In what circumstances will the Asset Swap Mandate come to an end?

16. Velocity Trade may terminate this Asset Swap Mandate on 60 days' prior written notice to you or within the timeframes as instructed by relevant regulatory authority in terms of Exchange Control Regulations. If we do so, we will sell or redeem your investments and bring the funds back to South Africa.
17. You may terminate this Asset Swap Mandate with written notice to Velocity Trade. If you do so, Velocity Trade will sell or redeem your investments per your instructions and bring the funds back to South Africa.
18. In the event of breach of this Asset Swap Mandate by you or by Velocity Trade this Asset Swap Mandate may be terminated in accordance with the relevant provisions of the Client Agreement.
19. This Asset Swap Mandate will terminate automatically if the Client Agreement between Velocity Trade and you is cancelled for any reason.

In whose name are the investments registered?

20. Velocity Trade will hold all cash deposits (including interest, dividends, proceeds from disposals and cash) forming part of your Investment that it receives for your account in a trust account or nominee trust account, separate from Velocity Trade's own assets.
21. All Securities held for your benefit shall be registered in the name of Velocity Nominees or a security depository "participant" as defined in the FM Act or its nominee company or, in respect of foreign jurisdictions, subject to Applicable Law, a suitable person or persons appointed by Velocity Trade or its agents in their discretion to render custodian services (any of the above, a "**Custodian**"). Velocity Trade shall have no responsibility or liability with respect to the transmission or safe-keeping of documentation or the acts or omissions of the Custodian or other Service Providers with respect thereto.
22. The Custodian may collect on your behalf all interest, dividends and other payments in respect of foreign Securities.

Matters relevant to exchange control

23. Because you do not have to use your FIA (to the extent that you qualify for a FIA), there is no limit to how much you can invest, provided that Velocity Trade has adequate Asset Swap Facility capacity available.
24. You undertake to give Velocity Trade all the information and help Velocity Trade needs to carry out its Asset Swap Mandate. This includes all information requested by foreign financial institutions or the South African Reserve Bank and applies even after this Asset Swap Mandate has ended.
25. You must comply with the terms and conditions of any foreign financial institution and any approval granted by the South African Reserve Bank that applies to you or Velocity Trade in connection with this Asset Swap Mandate.
26. You understand and agree that there may be restrictions or limitations imposed by applicable exchange control regulations on the use of the Asset Swap Facility. Velocity will not have any responsibility or liability should exchange control regulations change or the application thereof by South African Reserve Bank change and such changes add to the restrictions applicable to your foreign investments.
27. Under the current exchange control framework, you will not have direct access to your foreign investments implemented through the Asset Swap Facility and will at all times be obliged to deal through Velocity Trade as your authorised agent. Such foreign investments will only be repaid to you via a domestic payment in South African rands, as required by the exchange control regulations. Therefore, you will not be able to directly transfer or transact on any such foreign investment and all your instructions relating to such foreign investments must be through Velocity Trade.

28. Changes in the Applicable Laws relating to the Asset Swap Facility may require Velocity Trade to sell foreign investments made on your behalf and to repatriate applicable funds to South Africa.

What other terms apply?

29. This Asset Swap Mandate forms part of the Client Agreement to which it is annexed and is subject to the terms and conditions of the Client Agreement (including the exclusions of liability and indemnities in favour of Velocity Trade set out therein). In the event of conflict between the terms of the Asset Swap Mandate and the Client Agreement, the terms of this Asset Swap Mandate shall prevail and be carried into effect.

30. In addition, you shall be bound by any provisions of a Product Schedule published by Velocity Trade from time to time and which applies to the Asset Swap Facility or to Asset Swap Mandates.

FOREIGN INVESTMENT MANDATE

This Foreign Investment Mandate applies if the Client wishes to invest in Financial Products outside of South Africa. This Foreign Investment Mandate shall be read with and construed as part of the Client Agreement terms and conditions. The terms defined in the Client Agreement terms and conditions shall bear the same meaning herein.

1. By your acceptance hereof you appoint Velocity Trade to act as your agent to buy and sell Investments that are listed or traded primarily outside the Republic of South Africa.
2. This Foreign Investment Mandate relates to your investment in foreign Financial Products. This Foreign Investment Mandate may be used –
 - a. as part of your FIA, which is constituted of your offshore allowance of up to R10,000,000 and your single discretionary allowance of R1,000,000;
 - b. by Entities with an offshore Velocity Trade trading account which entities use their own asset swap facilities;
 - c. by individuals who already have non-resident off-shore funds.
3. This Foreign Investment Mandate allows you to investment in any of the following qualifying foreign equity instruments that you select –
 - a. underlying foreign listed securities;
 - b. foreign listed exchanged traded funds;
 - c. foreign listed money market instruments; and
 - d. other Financial Products.
4. If you are a South African resident, in terms of the Exchange Control Laws, you are entitled to invest up to the limits set by the South African Reserve Bank (“SARB”) outside the common monetary area (“CMA”).
5. If you are a South African resident, you alone are responsible for making sure that you do not exceed the FIA at any time and that the money you give us to invest in terms of this Foreign Investment Mandate does not exceed the FIA. You acknowledge that the FIA may change due to changes in the Applicable Law, and that you continue to be responsible for not exceeding the FIA as amended from time to time.
6. If you are a South African resident, you understand that the funds Velocity Trade will invest offshore for you plus all the funds you have invested previously or will invest in the future, whether in terms of this Foreign Investment Mandate or otherwise, all form part of your FIA.
7. The fees payable to Velocity Trade for this Foreign Investment Mandate will be as set out in the Product Schedule.
8. You must complete the necessary forms and declarations required by SARB and the South African Revenue Service (“SARS”), to the satisfaction of SARB and SARS, before Velocity Trade will invest any of your money outside the CMA.
9. You understand that Velocity Trade is not allowed to trade in foreign securities on your behalf, unless the necessary foreign currency is deposited with the Custodian and the completion and the duly authorised exchange control forms as may be required by SARB, SARS and Velocity Trade.
10. You undertake to give Velocity Trade all the information and help Velocity Trade needs to carry out its Asset Swap Mandate. This includes all information requested by foreign financial institutions or the SARB and applies even after this Foreign Investment Mandate has ended.
11. You must comply with the terms of any foreign financial institution and any approval granted by the SARB that applies to you or Velocity Trade about this Foreign Investment Mandate.
12. In carrying out this Foreign Investment Mandate, Velocity Trade may act through a Service Provider. Velocity Trade will ensure that its Service Provider complies with Velocity Trade undertakings in terms of this Foreign Investment Mandate.
13. Velocity Trade will hold all cash deposits (including interest, dividends, proceeds from disposals and cash) forming part of your Investment, that it receives for your account in a trust account or nominee trust account, separate from Velocity Trade assets or those of its Service Provider.
14. Velocity Trade will place any Investment you make with a Custodian of its choice.
15. Velocity Trade will register and hold all Investments other than cash or bearer instruments in the Custodian's nominee name on your behalf and for your benefit, subject to any Applicable Law.
16. Velocity Trade will deposit your Investment with a Custodian that is a member of a recognised securities authority and is subject to the Applicable Laws. The Custodian will hold your Investment separate from Velocity Trade assets or those of the Custodian.

17. The Custodian, or its nominee or agent, will receive and convey to Velocity Trade proxies, notices, reports or other communications relating to the Investment.
18. The Custodian may not vote, execute a proxy to vote or give any consent in respect of any foreign Securities forming part of your Investment, unless Velocity Trade authorises them in writing, to do so.
19. The Custodian may collect on your behalf all interest, dividends and other payments in respect of foreign Securities.
20. The Custodian may present for payment and credit to your account –
 - a. foreign Securities that are called, redeemed or otherwise become payable;
 - b. coupons and other income items which call for payment on presentation; and
 - c. exchange foreign securities when necessary.
21. The Custodian must inform Velocity Trade timeously of all corporate action and elective events relating to your Investment.

PRIVACY POLICY

Velocity Trade Financial Services (Pty) Ltd (“**Velocity**” “**us**” or “**we**”) is deemed to be a responsible party in terms of the Protection of Personal Information Act 4 of 2013, as amended, consolidated or re-enacted from time to time, including all schedules and regulations thereto (“**the POPI Act**”), and Velocity is obliged to comply with the provisions of the POPI Act.

This Privacy Policy forms part of the client agreement (“**the Client Agreement**”) entered into between Velocity and you upon successful completion of the online application submitted by you to Velocity by means of the website on which the Privacy Policy is allocated (“**the Website**”). In this Privacy Policy “**the Client**”, “**you**” or “**your**” refers to you, being the person completing and submitting the online application on the Website. Terms defined in the Client Agreement shall bear the corresponding meaning herein.

This Privacy Policy sets forth our policy with respect to the information, including personally identifiable information (“**Personal Information**”), which is collected from the Client. Personal Information may include any of the following –

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

Velocity recognizes and respects the importance of maintaining the privacy of your Personal Information and established this Privacy Policy as a result. Please read this Privacy Policy carefully as it includes important information regarding your Personal Information.

This Privacy Policy is incorporated into the Client Agreement which governs your use of the Website and your relationship with Velocity. The Client Agreement can be found on the Website and has been signed by you on submission of our online application.

If you have any questions or concerns, please do not hesitate to contact us at the details provided below under the heading “Contact Us”.

THE INFORMATION WE COLLECT

- **Personal Information**

You do not have to give us personally identifiable information (“**Personal Information**”) in order to visit our Website. If, however, you wish to become a client of Velocity, you will be required to supply us with information, including but not limited to, your name, surname, email, phone number and/or physical address. If we collect Personal Information from you, you are giving us permission to use that information for the specific purpose as set out in the Client Agreement for which it is provided.

- **Non-Personal Information**

When you interact with the Website, we automatically collect certain personally non-identifiable information (“**Non-Personal Information**”). The Non-Personal Information we collect includes without limitation, your Internet Protocol (“**IP**”) address, domain name of your internet service provider, your approximate geographic location, a record of the site pages that you visit, the time of your visits and aggregated Personal Information that cannot be used to specifically identify you. Such information, which is collected passively using various technologies is strictly for statistical purposes and to determine the visitor traffic patterns through the Website and cannot, in and of itself, be used to specifically identify you.

- **Cookies**

In operating the Website, we use a technology called “**Cookies**”. Cookies are small text files that provide Non-Personal Information to us regarding the visitors to our Website. Our Cookies provide additional functionality to the Website and assists in personalising your online experience. It further helps us analyse the Website usage more accurately and allows us to gauge the areas that are of the most interest to our visitors. None of our cookies contain any of your personally identifiable information.

Because you are using our Website we assume that you are happy for us to use cookies in this way. If you are not happy, then you should either not use the Website or set your web browser to not accept cookies from Velocity or use your web browser’s anonymous browsing setting (this is called ‘Incognito’ in Google Chrome, ‘InPrivate’ in Internet Explorer and ‘Private Browsing’ in Firefox).

- **Aggregated Personal Information**

In an on-going effort to better understand and serve the users of the Website, Velocity often conducts researches on its customer demographics, interests and behaviour based on Personal Information and other information that it collects. This research may be compiled and analysed on an aggregate basis and this aggregate information is strictly for statistical purposes and does not identify you personally and therefore is considered and treated as Non-Personal Information under this Privacy Policy.

OUR DISCLOSURE OF INFORMATION THAT WE COLLECT

Velocity is not in the business of selling or supplying your Personal Information to any third parties. We consider this information to be required to enable us to provide the services offered to Clients.

Subject to your consent, we will share your Personal Information with the introducing broker or referral agent who referred you to us for concluding the Client Agreement and opening an account with us. We will provide the introducing broker or referral agent with access to your Personal Information by means of a broker portal on the Website. The introducing broker or referral agent, as the case may be, will access your Personal Information for the purpose of confirming the Transactions which you conclude by means of the Trading Platform. This is necessary for the introducing broker or referral agent to verify the fees payable to them in respect of the referral made to us.

There are, however, certain circumstances in which we may disclose, transfer or share your Personal Information with certain third parties without your consent, as set forth below:

- **Business Transfers**

In the event of a corporate sale, merger, reorganization, dissolution or similar event, Personal Information may be part of the transferred assets. We may also share your Personal Information with our subsidiaries and/or affiliates for purposes consistent with this Privacy Policy and legislation regulating the use of personal information. Our subsidiaries and affiliates will be bound to maintain that Personal Information in accordance with this Privacy Policy.

- **Agents, Consultants and Related Third Parties**

Velocity sometimes engages other companies to perform certain administrative and/or business-related functions which, *inter alia*, include maintaining the database and communications network and processing and facilitating payments. When we engage another company to perform such functions, we may provide them with information, including your Personal Information, in connection with their performance of such functions.

- **Legal Requirements**

Velocity may disclose your Personal Information if required to do so by law or in the good faith belief that such action is necessary (i) to comply with a legal obligation, (ii) to protect and defend the rights or property of Velocity, or (iii) to protect Velocity against legal liability.

- **Non-Personal Information**

As Non-Personal Information cannot be used to personally identify you, Velocity may disclose, transfer or share Non-Personal Information for any lawful purpose.

HOW TO PROTECT THE INFORMATION WE COLLECT

Velocity has put in place certain measures to ensure the security of the Personal Information we collect and to secure the correct use thereof. These measures are appropriate to the nature of the information provided to us and prevent unauthorised access. We take reasonable steps to ensure the reliability of our own staff and ensure that any person who processes information on our behalf achieves the same high standards that we set ourselves and limit their access to your Personal Information to what is necessary in order for them to perform their responsibilities. Our security measures include the use of software firewalls, encryption and intrusion detection systems. We store all transaction information on secure computers located in locked data centres to which only selected employees have access. We will ask for your express permission before we use your Personal Information for any purpose not disclosed above.

Velocity takes what it believes to be reasonable steps to protect the Personal Information provided via the Website from loss, misuse, unauthorized access, inadvertent disclosure, alteration, and destruction. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your Personal Information, we cannot guarantee the security of your data transmitted to our Website and any such transmission is at your own risk.

REQUEST FOR ACCESS FOR PERSONAL INFORMATION

The Client shall, having provided adequate proof of his/her identity, be entitled to –

- submit a request in writing to Velocity to confirm, free of charge, whether or not Velocity holds Personal Information about the Client; and
- request from Velocity the record or a description of the Personal Information about the Client held by Velocity, including Personal Information about the identity of all third parties, or categories of third parties, who have, or have had, access to the information at a reasonable fee charged by Velocity within a reasonable time from the date of receipt of such request.

PRIVACY LAWS

Use of the Website and any electronic transaction concluded with Velocity are governed by the laws of the Republic of South Africa. If the Client accesses this Website from locations outside of the Republic of South Africa, that Client is responsible for compliance with all local laws.

CHANGES TO PRIVACY POLICY

The Website and/or any other information displayed on the Website may change from time to time. As a result, at times it may be necessary for Velocity to make changes to the Website and this Privacy Policy. Velocity reserves the right to

update or modify its Website and this Privacy Policy at any time and without prior notice to you. We will request your consent should any update or modification of the Website or Privacy Policy adversely affect your rights set out herein.

Please review this Privacy Policy periodically and especially before you provide any Personal Information to us. Your continued use of the Website, after any changes or revisions thereto or to this Privacy Policy, shall indicate your agreement with the terms of such revised Privacy Policy.

HYPERLINKS

Our Website may contain links to and from the websites of our advertisers and/or affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please familiarise yourself with these policies before you submit any Personal Information to these websites.

CONTACT US

Please feel free to contact us if you have any queries regarding Velocity' Privacy Policy. We confirm our contact details are as follows:

- Physical address: 200-on-Main, 200 Main Road, Claremont, Cape Town
- Telephone: on (021) 200 8800 during 0830 to 1700 on Monday to Friday
- E-mail: at support@za.velocitytrade.com