UNUM PRIME (PTY) LTD

TERMS AND CONDITIONS:

CLIENT AGREEMENT

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1. IMPORTANT CLIENT NOTICE

1.1   This Agreement applies to Clients of Unum Prime.

1.2   This Agreement contains provisions that:

- may limit the risk or liability of Unum Prime; and/or

- may create risk or liability for the Client; and/or

- may compel the Client to indemnify Unum Prime; and/or

- may limit any of the Client's rights; and/or

- may serve as an acknowledgement of any fact by the Client; and/or

- may illustrate a particular risk associated with Swap Trading.

1.3   By opening an Account with Unum Prime and/or by utilising Unum Prime's Platform, the Client acknowledges that they have read and understood the provisions of this Agreement, and the Client further acknowledges and agrees that all their trading activities on the Platform and their use of the Website will be governed by this Agreement, the Onboarding Document and Unum Prime's Policies.

1.4   If the Client does not understand a provision of this Agreement, it is advisable to seek independent professional advice. The Client should refrain from commencing trading or using the Platform unless they fully comprehend, agree, and accept the provisions of this Agreement.

1.5   Nothing in this Agreement is intended or must be understood to unlawfully restrict, limit, and/or avoid any right or obligation, as the case may be, created for either the Client or for Unum Prime in terms of any applicable law and/or regulation.

2. DEFINITIONS

2.1.1   In this Agreement, unless otherwise stated or unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

2.1.2   **"Account"** means the client's trading account opened on the Platform, and from which the Client can open, modify and close-out Trades and pay Margin Requirements;

2.1.3   "**Agreement**" means this agreement, Unum Prime's Client Terms and Conditions as contained in this document, including all annexures (if any)

hereto, including the Onboarding Documents and all of Unum Prime's applicable Policies;

2.1.4 "**Available Margin**" refers to the funds deposited by the Client into the Client Account to pre-fund Trades with Unum Prime. This money is retained in the Client Account until an Order is placed or there is an obligation to meet Margin Requirements for Trades. It includes any funds which are not immediately due and owing to Unum Prime for Trades or Margin Requirements, as well as any profits disbursed by Unum Prime to the Client for realised trading profits (if applicable). The Available Margin is securely held in Unum Prime's Account for the benefit of the Client;

2.1.5 "**Business day**" means any day other than a Saturday, Sunday or a recognised public holiday in the Republic of South Africa;

2.1.6 "**Business hours**" means the hours between 08h00 and 17h00 (UTC+02:00), on any business day;

2.1.7 "**Buy price**" means the particular price quoted by Unum Prime on the Platform for the underlying reference asset;

2.1.8 "**Buy**" means a Trade which the Client opens with Unum Prime through the Platform in terms of which the Client agrees to buy a Swap in respect of a particular underlying reference asset against payment of the Margin Requirement in terms of the Tradable Instruments Schedule;

2.1.9 "**Client**" means, in relation to an ODP, any person, other than a Counterparty, with whom an ODP –

(a) executes an OTC Derivative Transaction; or

(b) enters into a relationship with the intention of executing OTC Derivative Transactions;

2.1.10 "**Client Inflow Account**" means an Account held at a bank registered, established and maintained by Unum Prime for and on behalf of the Clients in accordance with the provisions of this Agreement for the purposes of receiving, holding and disbursing Client money;

2.1.11 "**Confidential information**" refers to any proprietary knowledge, trade secrets, technical processes, details on pricing, market share, products, financial data, clientele, suppliers, and the exclusive right to all client and supplier lists. Additionally, it encompasses any information that, by its inherent nature or the context of its disclosure, is or could reasonably be considered as confidential.

2.1.12 **"Counterparty"** means, in relation to an ODP, any person with whom an ODP executes an OTC Derivative Transaction or enters into a relationship with the intention of executing OTC Derivative Transactions who is: -

> **(a)** another authorised ODP;
>
> **(b)** an authorised user;
>
> **(c)** a bank;
>
> **(d)** a person who is registered, licensed or authorised –
>
> **(i)** to administer a collective investment scheme in terms of the Collective Investment Schemes Control Act, 2002 (Act No. 45 of 2002);
>
> **(ii)** to provide financial services in derivative instruments in terms of the FAIS Act;
>
> **(iii)** to conduct long-term insurance business of the Long-term Insurance Act, 1998 (Act No. 52 of 1998); and
>
> **(iv)** to conduct short-term insurance business of the Short-term Insurance Act, 1998 (Act No. 53 of 1998);
>
> **(e**) a person outside the Republic who-
>
> **(i)** is authorised by a supervisory authority to perform a service or services similar to one or more of the services referred to in the definition of an ODP or the services performed by an authorised user; or
>
> **(ii)** is registered, licensed, recognised, approved or otherwise authorised to conduct the business or to render services referred to in paragraph (d)
>
> **(f)** a central bank or other national monetary authority of any country, state or territory;
>
> **(g)** a private equity fund;
>
> **(h)** any other person who elects, in writing, to be categorised as a Counterparty and who is not-
> **(i)** a natural person;
> **(ii)** a pension fund organisation as defined in section 1(1) of the Pension Funds Act, 1956 (Act No. 1956)
>
> **(iii)** a friendly society referred to in the Friendly Societies Act, 1956 (Act No. 25 of 1956);
>
> **(iv)** a medical scheme or the board of trustees of such scheme as defined in section 1(1) of the Medical Schemes Act, 1998 (Act No.131 of 1998); and
>
> **(v)** any other person declared by the FSCA to be a Counterparty

2.1.13 **"Commission"** means the amount of money Unum Prime charges the Client for each of the Trades as set out and calculated in accordance with the Tradeable Instruments Schedule;

2.1.14 **"Statement"** means the electronic record of the Client's Trade(s) and trading activity sent to the Client electronically in terms of clause 11;

2.1.15 **"Electronic Communication"** involves the exchange of written or multimedia content, information, data, or messages between the Client and Unum Prime via electronic mail directed to or received from *inter alia* clientsupport@unumprime.co.za or tradingdesk@unumprime.co.za. Electronic communication through these specified email addresses serves as a crucial means for the Client to engage with Unum Prime, facilitating Orders, Trades, inquiries, support requests, or trading-related interactions;

2.1.16 **"Event of Default"** means specific situations or actions that may lead to a breach of this Agreement, as more fully described in clause 30 herein;

2.1.17 **"Force Majeure Event"** refers to unforeseeable and uncontrollable events, such as natural disasters, war, or other extraordinary circumstances, that may excuse a party from fulfilling its contractual obligations in terms of this Agreement, as more fully described in clause 31 herein;

2.1.18 **"Group Company"** means any member of the Unum Prime group of companies, including without limitation, any subsidiary, sub-subsidiary, holding company or fellow subsidiary of any holding company of Unum Prime;

2.1.19 "I**nactive Account**" means an account that has not been actively used, or an account with a balance of less than R100.00 (one hundred Rand) for a period of 90 (ninety) days or longer, including situations where there have been no trading activities, no deposits/withdrawals, and no communication from the Client to Unum Prime regarding the account;

2.1.20 **"Laws"** or **"Laws"** means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and common law of the Republic of South Africa;

2.1.21 **"Limit Order"** means, in relation to a Trade, an order placed by the Client with Unum Prime to enter into a Buy or a Sell in a Swap on an underlying reference asset when the applicable price of that underlying reference asset reaches predetermined level(s) as stipulated by the Client in the Order;

2.1.22   **"Linked Sites"** means external websites or information sources that are accessible through hyperlinks or other navigation features within the Platform and/or Website. These sites are independent entities and are not under the direct control or management of Unum Prime. The term encompasses any third-party websites or information sources to which Unum Prime provides links, directing users to content beyond Unum Prime's own platform and website;

2.1.23   **"Margin Requirement"** or **"Margin"** mean a portion, determined at the sole and absolute discretion of Unum Prime, of the Swap's value on an underlying reference asset. The client is obligated to pay and uphold this portion with Unum Prime for each Trade, as established by Unum Prime from time to time. These Margin Requirements are disclosed in the Tradeable Instruments Schedule, subject to updates and amendments as deemed necessary by Unum Prime from time to time;

2.1.24   **"Market Abuse"** means types of trading behaviour as defined in Section 10 of the Financial Markets Act 19 of 2012, including but not limited to market manipulation, predatory trading, layering, excessive orders-to-trade, spoofing, latency arbitrage, insider trading, front running, scalping, and misappropriation;

2.1.25   **"Market Order"** means an Order to conclude a Buy or Sell in a Swap on an underlying reference asset as soon as possible at the best price quoted on a Swap on the underlying reference asset in terms of the Tradable Instruments Schedule;

2.1.26   **"Market Information"** means the display of market data, research, news and other purely factual information displayed on the Platform;

2.1.27   "**Onboarding Document"** refers to the set of required documents that must be completed and signed by the Client as part of the application process and any other documents that may be required by Unum Prime from time to time. This includes, *inter alia*, the Client Application Form, the Client Due Diligence Document ("CDD"), the Suitability Questionnaire and any Identification documents as required by Unum Prime from time to time;

2.1.28   **"Order"** means a conditional instruction by the Client to Unum Prime to open or close a Trade which constitutes an offer to Unum Prime which can be accepted or rejected at the discretion of Unum Prime and which Order can be by means of either a Market Order, a Limit Order including a Stop-

Loss Order or a Take-Profit Order or any combination or variation thereof permitted by the Platform from time to time;

2.1.29 **"OTC derivatives"** refers too financial contracts that are traded directly between two parties, outside of a centralised exchange, excluding foreign exchange spot contracts and physically settled commodity derivatives;

2.1.30 **"OTC Derivatives Provider"** or **"ODP"** means a provider who operates as an over-the-counter derivatives provider and who as a regular feature of its business, transacts as principal and who originates, issues or sells OTC derivatives and/or makes a market in OTC derivatives;

2.1.31 **"Parties"** or **"Party"** means the Client and Unum Prime, individually or collectively, as applicable, in accordance with the terms and conditions of the Agreement;

2.1.32 **"Platform"** means the web-based electronic Platform which is accessed through the Website and which Unum Prime is duly authorised to provide to Clients, or any other platform that Unum Prime may make available to Clients from time to time;

2.1.33 **"Policies"** means the contractually binding policies and procedures published on the Unum Prime Website and/or the Platform as may be amended from time to time, which Policies supplement and form part of this Agreement, including without limitation, the policies titled Complaints and Dispute resolution Policy, Cookie Policy, Data Retention and Storage Policy, Disclaimer, Risk Disclosure , Onboarding Document, Referral Agreement, Privacy Policy, Website Terms, Privacy Policy and Disclaimer, Risk Disclosure Statement, Tradeable Instruments Schedule, Valuation Policy or any other policy which may be published on Unum Prime's Website and/or the Platform from time to time;

2.1.34 **"Referrer**" means a party or entity that introduces or refers Clients to Unum Prime;

2.1.35 **"Referral Agreement"** means the Referral Agreement entered into between a referrer and Unum Prime, in terms of which Unum Prime undertakes to pay referral fees on the Trade(s) entered into by the Client, in the amounts and in the manner as set out in the Tradeable Instruments Schedule;

2.1.36 **"Report"** means the electronic statement reflecting the Client's Trade(s) and trading activity during the month, which Report will be sent to the Client electronically at the end of each calendar month or upon request;

2.1.37 **"Swap", 'TRS"** or "**total return swap**" means a non-exchange traded, Over-The-Counter (OTC) derivative financial instrument. In this financial arrangement, a party makes payments based on a predetermined rate, which can be either fixed or variable. Meanwhile, the another party makes payments based on the overall return of the underlying asset. This return encompasses both the income generated by the asset and any capital gains realised. This financial instrument involves an exchange wherein the parties swap the difference between the opening and closing values of a specified reference asset, which is traded in the underlying markets. This exchange takes place within the framework of an agreement with Unum Prime;

2.1.38 **"Trade"** means a transaction comprising a non-exchange traded, OTC derivative financial instrument) in terms of which the Client exchange the difference between the opening value and closing value of an underlying reference asset traded in the underlying markets with Unum Prime;

2.1.39 **"Sell price"** means the particular price quoted by Unum Prime for the underlying reference asset;

2.1.40 **"Sell"** means a Trade which the Client opens with Unum Prime through the Platform in terms of which the Client agrees to sell a Swap in respect of a particular underlying reference asset against payment of the Margin Requirement in terms of the Tradable Instruments Schedule.

2.1.41 **"Spread"** or **"Spreads"** means the spread (or markup) Unum Prime charges on Client Trade(s) as set out and calculated in accordance with the Tradeable Instruments Schedule;

2.1.42 **"Stop-Loss" Order** or **"Trailing Stop Loss Order"** means an instruction from the Client to Unum Prime on the Platform or otherwise, triggering an automatic closure of a Trade and the posting of realised losses to the Client's Account. This occurs when the price quoted by Unum Prime for the underlying reference asset reaches a predefined level. Specifically, a "Move Buy" entails a Trade initiated by the Client through the Platform or otherwise. In this arrangement, the Client agrees to purchase a Swap related to a specific underlying reference asset, subject to the payment of the Margin Requirement detailed in the Tradable Instruments Schedule, at a predetermined price level specified in the Stop-Loss Order or Trailing Stop Loss Order;

2.1.43 **"Take-Profit Order"** means an instruction by the Client to Unum Prime through the Platform or otherwise, to automatically close-out a Trade and

credit the realised profits to the Client's Account when the price quoted by Unum Prime in respect of the underlying reference asset moves to a predetermined price level specified in the Take-Profit Order;

2.1.44 **"Trade(s)"** means any transaction involving either the opening or closing of a Swap on an underlying reference asset traded with Unum Prime; by the Client or any form of instruction relating to the Client's trading with Unum Prime;

2.1.45 **"Trade Confirmation"** means the electronic confirmation of a Trade sent to the Client, once Unum Prime accepts the Client's Order and execute the Client's Trade. The Trade Confirmation will contain *inter alia* the date and time of the Trade, type of Trade, volume (quantity) of the underlying reference asset traded, the applicable prices at which the Trade was submitted, and any other information deemed necessary by Unum Prime from time to time;

2.1.46 **"Tradeable Instruments Schedule"** means the list of fees and charges, plus applicable VAT and taxes, which are payable by the Client to Unum Prime in respect of the Client's Account and Trade(s) with Unum Prime, including without limitation, commission, spread, platform, service fees, terminal fees, market data fees, withdrawal fees, account fees, administration fees, dormant account fees or any other fees and charges payable by the Client to Unum Prime. The Tradeable Instruments Schedule is published on the Unum Prime Website and may, in Unum Prime's sole and absolute discretion, be amended from time to time;

2.1.47 **"Trading hours"** means the official trading hours during which the Platform is open for trading as determined by Unum Prime from time to time;

2.1.48 **"Trailing Stop Loss Order"** means a Stop-Loss Order which automatically amends your Stop Loss limit by a predetermined amount in relation to the price of the underlying reference asset, as specified by you in your Trailing Stop-Loss Order;

2.1.49 **"Underlying reference asset(s)"** means, in relation to a Swap Transaction, the credit, equity, currency, commodities, indices, rates or other assets which Unum Prime may, in our sole discretion, make available to the Client to Trade from time to time, which underlying reference assets are set out in the Tradeable Instruments Schedule;

2.1.50	**"Unum Prime"** means an authorised OTC Derivative Provider with registration number: 2020/679752/07;
2.1.51	**"Website"** means **https://www.unumprime.co.za** or any other URL owned or controlled by Unum Prime that connects the public and/or the Client with Unum Prime.

2.2   In this Agreement –

2.2.1	clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
2.2.2	**an expression which denotes –**
2.2.3	any gender includes the other gender;
2.2.4	a natural person includes a juristic person and *vice versa*;
2.2.5	the singular includes the plural and *vice versa*.
2.2.6	a party includes a reference to that party's successors in title and assigns allowed at law; and
2.2.7	a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.
2.2.8	The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
2.2.9	Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
2.2.10	Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
2.2.11	Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.

2.2.12	A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
2.2.13	Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
2.2.14	The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
2.2.15	No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
2.2.16	The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
2.2.17	Any reference in this Agreement to "this Agreement" or to any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
2.2.18	In this Agreement the words "clause" or "clauses" and "annexure" or "annexures" refer to clauses of and annexures to this Agreement.

3 INTRODUCTION

3.1 This Agreement sets out the terms and conditions between the Client and Unum Prime, which shall be applicable when the Client opens an Account and Trades with Unum Prime. This Agreement, together with Unum Prime's Onboarding Document and Policies forms a binding agreement between Unum Prime and the Client in respect of Swap trading. By opening an Account with Unum Prime, the Client agrees to be bound by the terms of this Agreement and Unum Prime's Policies as may be amended and published on Unum Prime's Website from time to time.

3.2   In the event of any conflict between the provisions of this Agreement, the Onboarding Document and the Policies of Unum Prime, the provisions of this Agreement shall prevail, to the extent permitted by applicable law.

3.3   Unum Prime is an authorised Over-counter-derivatives Provider ("**ODP**"), when Unum Prime enters into a Swap with the Client, Unum Prime does so in its capacity as an authorised ODP, on a principal-to-principal basis, and the Financial Markets Act 19 of 2012 ("**FMA**") will apply.

3.4   The Client will be categorised as a "**Client**", as defined in clause 2.1.9 of this Agreement, unless meeting the criteria for being categorised as a **"Counterparty"** as outlined in clause 2.1.12 of this Agreement.

4   RISK DISCLOSURE

4.1   Swaps are complex, leveraged products and may reference the price of an illiquid underlying reference asset. This type of product carries a high degree of risk and may not be suitable for all investors.

4.2   Before the Client decides to trade in Swaps, the Client should ensure that they understand how Swaps work, what the risks involved are, and carefully consider their investment objectives, financial situation, level of knowledge and experience in OTC derivatives.

4.3   By trading Swaps the Client could lose their full investment amount(s), and/or the Client's losses could exceed the amount of their original investment(s).

4.4   Swaps are not listed on any securities exchange. The Client trades directly with Unum Prime.

4.5   The Client should consider all of the risks associated with trading Swaps. For further information on the risks and risk factors associated with trading Swaps, please refer to the **full Risk Disclosure Statement** available on Unum Prime's Website.

5   SUITABILITY AND APPROPRIATNESS

5.1   As an authorised ODP Provider, Unum Prime is obliged to assess the appropriateness and suitability of Swap trading in respect of Unum Prime's Client. In this regard, the Client will be required to complete the Onboarding Document which includes an assessment of information regarding the Client's:

5.1.1 Financial Position;

5.1.2 Objectives;

5.1.3 Knowledge of the financial Markets; and

5.1.4 Experience in Swap trading.

5.2 Unum Prime will depend solely on the information provided by the Client and Unum Prime will not, under any circumstance, be held liable for any losses and/or damages arising from inaccuracies in the Client's information. If there are any changes to the information provided by the Client, the Client must notify Unum Prime immediately so to affect the necessary changes promptly.

5.3 If the Client does not provide all of the requested information required to enable Unum Prime to assess the Client's appropriateness and suitability, or if the Client provides Unum Prime with insufficient information as required in terms of this Agreement, Unum Prime will inform and notify the Client that Unum Prime are unable to determine the Client's appropriateness to trade Swaps by means of a risk warning, which shall be electronically sent to the email address, as provided by the Client, during the Onboarding Document.

5.4 Notwithstanding any risks warning communicated to the Client, Unum Prime shall retain the unequivocal authority, at its sole and absolute discretion, to either approve or reject the Client's application.

6   NO ADVICE

6.1 Unum Prime operates exclusively on an execution-only basis concerning Swaps and does not provide advisory services. Any decisions made by the Client are solely the Client's responsibility and shall under no circumstance be attributable to Unum Prime.

6.2 Information that may be provided to the Client, such as the Tradeable Instruments Schedule, the Swap Key Information Document (KID), risk disclosures, warnings, research and analysis, are done for information purposes only and does not constitute advice.

6.3 No employees, directors, consultants and/or agents of Unum Prime are authorised to provide the Client with any advice in respect of the Client's Swap Trades. Therefore, the Client should not consider any proposed trade, suggested trading strategies, factual market information, objective analysis,

or any other written or oral communications from Unum Prime as an expression of Unum Prime's views on whether a particular trade is suitable for meeting the Client's financial objectives.

6.4   Should the Client require any advice regarding Trades, Unum Prime strongly suggest that the Client seeks independent advice.

7   INDEPENDENT ADVICE

7.1   The Client hereby acknowledges and agrees that they are free to secure independent legal, financial and taxation and/or other professional advice as to the nature and effect of the provisions of this Agreement and that the Client has either taken such independent advice or have dispensed with the necessity of doing so.

7.2   The Client further acknowledges and agrees that all of the provisions of this Agreement and the restrictions as contained herein, are fair, reasonable and in accordance with the Client's intentions.

8   CLIENT WARRANTIES AND UNDERTAKINGS

8.1   Upon submitting the Onboarding Document and each time a Client places a Trade, the Client will be deemed to warrant and represent to Unum Prime that:

8.2   The Client's obligations under this Agreement and each Trade are legal, valid, binding and enforceable in accordance with its terms;

8.3   no litigation, arbitration or administrative proceedings are current or pending to the Client's knowledge that have or could have a material adverse effect on the Client, the Client's financial position or on Unum Prime's ability to exercise or enforce our rights under this Agreement or that of any Trade;

8.4   The Client is not in default under any agreement relating to indebtedness, any guarantee, warranty or any other agreement, to the extent that it would have an adverse effect on the Client's financial position;

8.5   The Client has not received any assurance, guarantee or warranty from Unum Prime or any of its agents as to the expected results of any Trade;

8.6   The Client is capable of assessing the merits of and understanding the terms, conditions and risks of each Trade the Client may enter into;

8.7   The Client is not relying on any communication (written, oral, expressed or implied) from Unum Prime or any of its agents as investment advice or as a recommendation to enter into this Agreement or any Trade, it being understood that information and explanations related to this Agreement and the terms and conditions of any Trade, are not considered investment advice nor is it a recommendation to enter into a Trade;

8.8   The Client has not granted any security interest over any Account, monies or Available Margin payable or paid to Unum Prime;

8.9   The Client is capable of assuming and hereby expressly assume, the financial and other risks of each Trade;

8.10   all of the information provided by The Client to Unum Prime in connection with this Agreement, the Onboarding Document or otherwise, is not misleading and is true, accurate and up-to-date in all respects as at the date when the Client provided the information to Unum Prime, and any material changes in such information will be reported to Unum Prime in accordance with clause 8.27;

8.11   That there is no information that have not been disclosed to Unum Prime or represented to be disclosed by the Client that would make the information provided to Unum Prime by the Client untrue or misleading;

8.12   If the Client is a natural person, the Client warrant and represent that the Client is older or at least 18 (eighteen) years of age and that the Client is fully authorised and legally entitled to enter into this Agreement, to utilise the Platform and to perform and comply with all of the Client's obligations in terms of this Agreement and that of each Trade;

8.13   If the Client is emancipated, the Client warrants and represents that they have obtained the legal status of emancipation;

8.14   if the Client is a company, the Client represents and guarantees that the company is duly incorporated, and that the Client have full power and authority to enter into and comply with the Client's obligations under this Agreement and for each Trade. the Client represents and warrant that the Client have taken all corporate and other action and obtained all the necessary consent to enable the Client to do so, for the execution, delivery and performance of this Agreement, its terms and for each Trade in connection therewith. the Client further guarantee that entering into this Agreement does not violate the founding documentation of the company; and

8.15	if the Client is a trust, the Client represent and warrant that –
8.15.1	The Clients is entering into this Agreement and each Trade as the duly appointed trustee of the trust;
8.15.2	The Client is presently the sole trustee or, if not, all of the trustees have accepted and agreed to enter into this Agreement and each Trade;
8.15.3	that the trust was validly created and is in existence as at the date of your submission of the Onboarding Document;
8.15.4	the execution, delivery and performance of this Agreement and each Trade is permitted by the trust deed and does not violate the trust deed or the objects and powers of the trust;
8.15.5	the trust is solely constituted by the trust deed;
8.15.6	The Client has full power and authority to enter into and comply with the Client's obligations under this Agreement and each Trade;
8.15.7	The Client has taken all action and obtained all consents necessary to enable the Client to enter into this Agreement and each Trade;
8.15.8	The Client is not in breach of the terms of the trust deed, whether related to this Agreement or not and have the right to be indemnified from the assets of the trust for all liabilities incurred under this Agreement and each Trade; and
8.15.9	even though the Client is entering into this Agreement and each Trade as trustee of a trust, that the Client is personally liable to meet any obligations under this Agreement and each Trade
8.16	The Client enters into this Agreement and Trade with Unum Prime in its capacity as principal, for the Client's own account, and did not enter into this Agreement or Trade with Unum Prime for or on behalf of a third party as that third party's agent or representative.
8.17	The performance of the Client's obligations under this Agreement or any Trade will not be contrary to any law or rules or agreements applicable to the Client and will not be contrary to the rules and directives of any Exchange, clearing house, central counterparty, trade repository or other market infrastructure or regulatory or self-regulatory body;
8.18	The Client is aware of the risks associated with Trading Swaps and are willing and financially able to sustain a complete loss of their funds deposited with Unum Prime, as well as meet any further payment obligations that may be occasioned by the loss resulting from the Client's Trade, which losses may exceed the value of the original funds deposited with Unum Prime;

8.19   The Client have read, understood and agree to abide by and comply with all of Unum Prime's Policies, including without limitation, all the legal procedures, processes and standards relating to the utilisation of the Platform as communicated to the Client and published on Unum Prime's Website from time to time;

8.20   The Client will not use Unum Prime's name or any of Unum Prime's intellectual property (including without limitation Unum Prime's logos, trademarks or any copyrighted material) in any way without Unum Prime's prior written consent first being obtained;

8.21   The Client will not use the Buy Price(s) or Sell Price(s) quoted on Unum Prime's Platform for any purpose other than for The Client's own trading purposes, and the Client agrees not to redistribute Unum Prime's quoted Buy Price(s) or Sell Price(s) to any other person or third party;

8.22   The Client will not sell, lease or provide their Account, the Platform or any information contained on the Platform to any third party, either directly or indirectly;

8.23   The Client will not upload or cause the transmission of any viruses, bugs, trojans or any other harmful coding to the Platform, Website or the software that the Client may use to access the Platform or the Website;

8.24   The Client will not use any electronic device, software, algorithm, program, or any dealing or trading strategy that aims to manipulate or take unfair advantage of the Platform, including the way in which Unum Prime construct and/or provide its quoted Buy Price(s) and Sell Price(s);

8.25   The Client will use the services offered by Unum Prime pursuant to this Agreement and the Platform honestly, fairly and in good faith; and

8.26   The Client hereby state and confirm that they are not insolvent, and that no Event of Default has occurred, threatened to occur, or is continuing.

8.27   The Client undertakes that, after submitting their Onboarding Document and entering into this Agreement with Unum Prime, to as soon as reasonably possible inform Unum Prime in writing if -

8.27.1   The Client has any reason to believe that there will be a change in their financial position from the financial position originally indicated by the Client in the Onboarding Document, where such a change may affect Unum Prime's decision to operate the Client's Account; or

8.27.2	an actual change from the Client's financial position originally indicated in the Onboarding Document has occurred where such a change may affect Unum Prime's decision to operate the Client's Account; or
8.27.3	there is a change in the Client's contact information (including without limitation, the Client's contact number, name or surname, email address and the Client's residential address) supplied in the Onboarding Document; or
8.27.4	if there is a change in the information provided to Unum Prime in the Onboarding Document.
8.28	If at any time the Client breach a warranty or representation set out in this clause 8, the Client will be liable to Unum Prime for any loss and/or damage that Unum Prime may suffer and Unum Prime will be entitled, in its sole discretion and for as long as the Client's breach of the warranty or representation continues, to close-out any Trades that the Client may have open at the prevailing Buy Price or Sell Price quoted by Unum Prime at the time of close-out.
8.29	Each of the representations and warranties provided by Unum Prime shall:
8.29.1	be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
8.29.2	continue and remain in force notwithstanding the completion of any or all the obligations contemplated in this Agreement; and
8.29.3	be deemed as *prima facie* evidence and material representation inducing Unum Prime or the Client (as applicable) to enter into this Agreement.

9   THE PLATFORM

9.1.	At Present Unum Prime does <u>not offer a Platform for trading purposes</u>, the Platform will be utilised solely for the purposes of Client Reporting and information purposes.
9.1	The Platform can be accessed through an internet browser, the Client's mobile device or a personal computer.
9.2	Unum Prime will have no liability and/or responsibility to the Client if the Client's internet connection is lost, and the result is that the Client is unable to Trade or view their Account.

9.3   By entering into this Agreement with Unum Prime, the Client is hereby granted a non-exclusive and non-transferable license to use the Platform for so long as the Client's Account remains open and in good standing with Unum Prime.

9.4   The Platform is an online platform and although Unum Prime takes reasonable care to ensure that the Platform operates correctly, it is not immune to failure and/or error from time to time.

9.5   Unum Prime makes no warranty, express or implied, to the Client concerning the Platform or any other aspect of Unum Prime's service to the Client. In particular, and without limiting the above, Unum Prime does not warrant:

9.5.1   the correctness, accuracy, timeliness, reliability or completeness of any information that the Client may obtain through the Platform, Unum Prime's Website or otherwise;

9.5.2   the quality, timeliness, reliability, continued availability or uninterrupted access to the Platform, or any of the functions of the Platform: or

9.5.3   that the Platform will be free of viruses, bugs, trojans or any other harmful coding.

9.6   Should the Platform fail or have an error, and the Platform records disagree with the Client's records or the Client's recollection of the Client's trading, the version of events recorded at the moment of the Client's trading by the Platform will prevail, and Unum Prime's obligations to the Client (including an obligation to pay any money) shall be assessed and calculated on the basis that the Platform records are correct.

9.7   As a result, should the Client experience any difficulty with the Platform, please contact Unum Prime within 24 (twenty-four) hours to ensure that any discrepancy, failure or error are avoided and/or resolved without delay.

9.8   It is important for the Client to keep their own records of Trade instructions provided to Unum Prime, including detailed information about the times, dates, and nature of the Client's Trades. This documentation may be significant in the event of a dispute between the Client and Unum Prime.

9.9   Unum Prime reserves the right to remove altogether or reduce the Platform service and/or the Client's access to the Platform at any time for any reason deemed reasonable by Unum Prime.

9.10   Unum Prime reserves the right to, in its sole and absolute discretion and for any reason whatsoever, terminate, suspend, close, limit access to and/or

modify the Client's Account, the Platform and/or the Website, with or without notice to the Client. The Client acknowledges and agrees that Unum Prime will not be liable to the Client and hereby expressly indemnifies Unum Prime against any losses and/or damages which the Client may incur in the event that Unum Prime chooses to terminate, suspend, close, limit access to and/or modify the Client's Account, the Platform and/or the Website.

9.11   The Platform and/or the Website may not be available at all during scheduled maintenance periods.

9.12   If the Platform is unavailable, Unum Prime may be contacted either telephonically or by Electronic Communication during business hours and Unum Prime may, in its discretion, assist the Client.

10   ACCOUNT PASSWORD

10.1   Unless otherwise stated herein, the Client will be able to access their Account at any time by logging onto the Platform by using their unique username and password as provided to the Client by Unum Prime when the Client registered their Account with Unum Prime.

10.2   Unum Prime encourages the Client to **update and change their passwords** as soon as the Client receives their unique username and password.

10.3   The Client is obligated to establish a robust password, incorporating unique characters and numerals when either updating an existing password or when creating a new one.

10.4   The Client is encouraged to update and change their password at least every 3 (three) months for enhanced security. This will enhance the security protocols of the Client's Account and minimise the risk of unauthorised access. Regular password updates help mitigate potential vulnerabilities and maintain the confidentiality of sensitive information.

11   REPORTS

11.1   The Client may access all information, at any time, relating to the Client's trades, account balance and other relevant information by logging on to the Client Account via the Platform.

11.2	On the Platform, the Client will be able to view a Trade report, transaction history, account balance and holdings along with any deposits and withdrawals made by the Client.
11.3	The Client will receive a daily statement sent to the email address supplied in the Onboarding Document. The statement will show the Client's Balance, Available Margin, equity, floating profit or loss and open positions or trades.

12.   PORTFOLIO RECONCILIATION

12.1   Unum Prime as an authorised and licensed ODP is required to agree in writing with its clients or counterparties on the arrangements under which the portfolios of the OTC Derivative Transactions shall be reconciled.

12.2   The purpose of this reconciliation is to be able to identify at an early stage any discrepancy in a Material term of an open OTC Derivative transaction.

12.3   Portfolio Reconciliation is performed at certain intervals or frequencies and in accordance with the Financial Market Act.

12.4   If the Client identifies any discrepancy in respect of a Material Term that requires remediation, The Client must promptly notify Unum Prime and any disputes arising out of the reconciliation process will be resolved in accordance with Unum Prime's Complaints and Dispute resolution policy .

13.   OPENING AN ACCOUNT

13.1   To become a Client of Unum Prime, and before access being granted to the Platform or the opening of a Trade, the Client must complete the Onboarding Document that is available on the Unum Prime website and/or as provided by Unum Prime to the Client.

13.2   Once the Onboarding Document has been completed and submitted, the Client expressly agrees and accepts all of the terms and conditions as set out in this Agreement. The Client's submission of the Onboarding Document amounts to an offer by the Client to enter into the Agreement with Unum Prime.

13.3   By submitting the Onboarding Document, the Client acknowledges that they have received, read and understood the content of this Agreement and that of Unum Prime's Policies.

13.4   The Client acknowledges that Unum Prime reserves the right to decline their application for an Account, without having to provide the Client with any reasons as to why, and that Unum Prime is under no obligation to open an Account for each and every Client on the same or equal terms.

13.5   Unum Prime will conduct an appropriateness and suitability assessment to determine (among other things) whether trading Swaps in an underlying reference asset is appropriate for the Client as required by the Financial Markets Act Conduct Standard 2 of 2018 for ODPs.

13.6   If the Client requires assistance in completing or submitting the Onboarding Document and/or uploading documents, the Client may contact Unum Prime's Client Support staff via Unum Prime's recorded telephone line on 012 141 3610, or by Electronic Communication to Unum Prime on the following email address: clientsupport@unumprime.co.za.

13.7   Copies of the completed Onboarding Document will be made available to the Client upon request to Unum Prime.

14.   CLIENT ACCOUNT

14.1   The Client hereby acknowledges and agrees that the Client shall be solely responsible for monitoring the Client's Account, which includes the Client's Orders, Open Trades, Margin Requirements and all other activity on the Client's Account.

14.2   The Client further acknowledges and agrees that Unum Prime shall not be obliged to monitor their Account or advise the Client on the effect of placing any Orders, opening any Trade, closing any Trade or the Margin Requirements for the Client's Open Trades.

14.3   The Client may not, under any circumstance be permitted to open multiple Accounts in order to circumvent any trading limits or maximum trade sizes, avoid funding of any monies due to Unum Prime, or any other restrictions imposed on the Client in terms of this Agreement.

14.4   The Client further acknowledges and agrees that Unum Prime may from time to time impose trading limits on the Client Account, which may be different to the trading limits Unum Prime imposes on other Client Accounts.

14.5   Unum Prime may limit the total value or the total number of Trades which the Client may execute at any given time and/or the total value or the total number of Trades which the Client may execute in a particular underlying

reference asset. Unum Prime will provide the Client with notice of any Trading limits which applies to the Client's Account and any changes to these limits.

15.   ACCOUNT FUNDING

15.1   The Client Account may be funded by any method of electronic payment which is acceptable to Unum Prime and permitted in terms of regulation.

15.2   Unum Prime will not accept cash deposits and any deposits made in cash will be rejected and returned as soon as reasonably possible to the Client's bank account from which the cash deposit was made from.

15.3   Please be advised that only the net amount of cleared funds received into the Unum Prime Client Inflow account will be credited to the Client Account. This net amount is subject to deduction of any applicable bank or other charges, which may vary between different banks and/or Payment Service Providers (PSP) and is contingent on the specific policies and fee structures implemented by the respective financial institutions involved in the transaction.

15.4   The Client will only be permitted to Trade once the payment of the Margin Requirements of a Trade have been received and cleared into Unum Prime's Client inflow account and thereafter credited to the Client Account.

15.5   The Client acknowledges and accepts that there may be a significant delay between the time the Client makes payment of the Margin Requirements to Unum Prime and the time when those funds are received and cleared into the Unum Prime Client inflow account and thereafter reflected in the Client Account.

15.6   In the event that any applicable debit or credit card authority or any other paying agent declines to transfer funds to Unum Prime for any reason, or reverses any funds transferred to Unum Prime for any reason, then Unum Prime may, at Unum Prime's absolute discretion, cancel any Order or treat any Trade entered into by the Client with Unum Prime in reliance on receipt of those funds to satisfy the Margin Requirement of the Trade, as being void from the outset and close-out the relevant Trade(s) immediately. In such an event Unum Prime may recover any losses and/or damages arising from the cancellation of the Order(s), or close-out of the Trade(s) for voidness, from the Client.

15.7   Unum Prime is obliged to take steps to prevent money laundering. Therefore, Unum Prime will need to verify the Client's identity before Unum Prime can open the Client's Account and allow the Client to access to the Platform.

Information, documentation and other particulars Unum Prime deems necessary, in its sole discretion and in terms of this agreement, will be requested from the Client at the time the Client's submits the Onboarding Document, when the Client requests a withdrawal of proceeds, or at any time during the course of the business relationship.

15.8 In line with Unum Prime's onboarding requirements and obligations, Unum Prime will monitor the funds moving into and out of the Client's Account and Unum Prime may, if necessary (without notice to the Client), notify the Authorities of any suspicious and/or unusual transactions and suspicious movements of funds.

15.9 Unum Prime has the right to close-out the Client's Trades, suspend the Client's Account, and if deemed necessary by Unum Prime, close the Client's Account if any reason exist that provides Unum Prime with reasonable grounds to suspect that the Client is depositing and withdrawing funds from the Client's Account for any purposes other than Trading with Unum Prime in the manner permitted in terms of this Agreement.

15.10 Client funds which are deposited in the Client's Account, prior to being used to meet the Margin Requirement of a Trade, is known as Available Margin and any profits which are paid out to the Client by Unum Prime also form part of the Client's Available Margin.

15.11 Subject to applicable law and the terms and conditions of this Agreement, Unum Prime will hold the Client's Available Margin in an Unum Prime Account with one of the largest local commercial banks in South Africa.

15.12 The Client acknowledges and agrees that:

15.12.1 The Unum Prime Account is an account opened and maintained in the name of Unum Prime but held for the benefit of the Client.

15.12.2 The Client's Available Margin and the Available Margin of Unum Prime's other clients are pooled together and held in the Unum Prime Account on an omnibus basis; and

15.12.3 the Client acknowledges and agrees that Unum Prime may, subject to applicable law, withdraw money from the Unum Prime Account for the following purposes –

15.12.4 making payment to Unum Prime in order to pay the Client's Margin Requirements or to settle the Client's Trades with Unum Prime;

15.12.5 Settling the sum of fees, Spreads, commissions, or other charges (inclusive of applicable VAT and any other taxes) owed by the Client to Unum Prime under this Agreement, either concerning the Client's Trades or any other payments

to reimburse Unum Prime for amounts rightfully due. This includes reimbursing Unum Prime for any of its own funds previously deposited into the Client Account to rectify a shortfall, where such funds are no longer necessary to cover the deficit.

15.12.6 Unum Prime is entitled, at any time, to deduct without notice or recourse, any monies deposited to or credited to the Client Account which were so deposited in error by or on behalf of Unum Prime or which do not constitute Available Margin.

15.12.7 The aggregate sum of Available Margin utilised by the Client to meet the Margin Requirements of their trades will be regularly calculated and transferred from the Client Account to Unum Prime's bank account.

15.12.8 No interest will accrue on the Available Margin or any other monies standing to the credit of the Client Account.

15.13 If the Client Account has a balance of less than R100.00 (one hundred Rand) for a period of 90 (ninety) days or more or if the Client opens an Account and does not fund or Trade within 90 (ninety) days of the account being open, the Client Account may be deemed as an Inactive Account by Unum Prime.

15.14 Unum Prime reserves the right to terminate and close the Client Account if it remains inactive and retain the remaining funds.

16 PAYMENTS FROM THIRD PARTY ACCOUNTS

16.1 The Client acknowledges and agrees that any transfer of funds or deposit of money into the Client Account will be made from or transferred from a bank account which is in the Client's own name and not from an account of another third party.

16.2 Unum Prime may in its sole and absolute discretion reject and return any funds which Unum Prime reasonably believes is from a third- party bank account and not from the Client's bank account as per clause 16.1.

16.3 Unum Prime does not accept any liability or responsibility for any loss or damage incurred by the Client as a result of Unum Prime returning funds received from a third-party bank account, including without limitation, any consequential loss incurred by the Client as a result of a default on the Client's obligations under this Agreement or any Trade.

17 WITHDRAWALS

17.1 The Client authorises Unum Prime to withdraw funds from the cash balance of the Client's Account which includes any amounts payable by the Client to Unum Prime in terms of this Agreement or any Trade, when such amounts become due and payable, which amounts include but are not limited to fees, Additional Margin, interest charged on the Trading account, costs and expenses payable by the Client to Unum Prime.

17.2 If the Client's Account has a positive balance, and there are no outstanding payments owed to Unum Prime, the Client has the option to request Unum Prime to disburse partially or the entire credit balance to the Client, subject to the balance qualifying as Available Margin and is not currently utilised to meet the Margin Requirements of any Open Trades.

17.3 Funds credited to the Client's Account will only be disbursed upon the Client's explicit request. If the Client does not initiate such a request, Unum Prime is under no obligation to make the payment, however Unum Prime may still choose, in its discretion, to proceed with such a payment to the Client.

17.4 Unum Prime will ordinarily pay the funds to the Client using the same method and to the same place from which it was received from the Client. Unum Prime reserve the right to change the method and place of payment should Unum Prime, in its sole discretion, deem it necessary. All bank charges however arising will be for the Client's Account.

17.5 Unum Prime may refuse to pay the Client's credit balance to the Client if -

17.5.1 The Client does not provide the information, documentation or other particulars which Unum Prime, in its discretion, may seek to process the withdrawal request.

17.5.2 the Client has unrealised losses on their Client Account;

17.5.3 such payment will reduce the Client's Account balance to less than the Margin Requirements for the Client's Open Trades at that time;

17.5.4 there is outstanding payment, fees or other charges due from The Client to Unum Prime in terms of the Agreement and/or any Trade(s);

17.5.5 there is an unresolved dispute or a potential dispute between Unum Prime and the Client concerning this Agreement, including situations where the Client is currently or may potentially be in violation of the provisions outlined in this Agreement; or

17.5.6   Unum Prime is obligated by law to do so.

18.   SWAPS TRADING

18.1   The OTC products offered by Unum Prime are Swap's based on the underlying reference assets. The Client acknowledges that by trading the Swap's offered by Unum Prime, that the Client does not obtain any right, title or interest whatsoever in the underlying reference asset and never become the registered or beneficial owner of any of the underlying reference assets.

18.2   The Swap contract will stipulate that the seller of the Swap will pay to the buyer of the Swap the difference between the Swap's value at the time the Trade is opened and its value when it is closed- out if the market price of the underlying reference asset is higher at the Swap's closing-out than at its opening.

18.3   Conversely, the Swap contract will stipulate that the buyer of the Swap will pay to the seller of the Swap the difference if the market price of the underlying reference asset is lower at the Swap's closing than at its opening.

18.4   The Trades between the Client and Unum Prime will be on a principal-to-principal basis, meaning that any Trades executed are directly executed between the Client and Unum Prime.

18.5   Unum Prime is required to detail the valuation process for determining the value of each Swap Trade at any time from execution to the termination, maturity, or expiration of such Trade, including whether the valuation will be based on market value, an internal valuation model or one provided by an independent third party.

19.   BUY PRICES AND SELL PRICES

19.1   Trades are executed at Unum Prime's quoted Buy Price(s) and Sell Price(s) ("**Bid/Offer Spread"** or **"Spread"**), and these prices may include a fee, charge, widening of the spread or commission.

19.2   The Unum Prime prices and the method used by Unum Prime to calculate the prices are determined at Unum Prime's absolute discretion.

19.3   Unum Prime quoted prices are determined by reference to a number of underlying factors, including without limitation, the price of the underlying reference asset.

19.4 For Unum Prime's Bid/Offer Spread, the higher price will be the Buy Price, whilst the lower price will be the Sell Price.

19.5 Unum Prime's prices do not constitute an offer by Unum Prime to place a Trade at those prices.

19.6 An opening or closing of a Trade is only initiated by the Client offering to place a Trade at Unum Prime's Buy Price or Sell Price, as applicable, which offer may be accepted by Unum Prime in its sole and absolute discretion.

19.7 Unum Prime prices may be adjusted by Unum Prime at any time without prior notice to the Client. Such price adjustments may take place to account for certain conditions, including but not limited to trading volumes, liquidity, instances of high volatility or dramatic price dislocations.

19.8 The Client will be liable to pay Unum Prime's fees, charges, spreads and commission (plus applicable VAT and any other applicable taxes) relating to the Client Trades at the rates set out in the Tradeable Instruments Table and published on the website from time to time or made available to the Client upon request.

20. TRADE EXECUTION

20.1 At present there is no electronic Platform available to the Client for opening or closing a Trade.

20.2 Clients are required to initiate all trades through their respective Client Account and the Client can place an Order via the trading desk.

20.3 When opening a Trade, the Client chooses a Swap based on an underlying reference asset and chooses whether to enter into a Buy or a Sell in respect of a Swap on an underlying reference asset at Unum Prime's quoted Buy Price or Sell Price, thereby creating an open Trade.

20.4 Swap pricing is done in terms of the Tradeable Instrument Schedule.

20.5 The Client opens a Trade when Unum Prime accepts the Client offer to Trade based on Unum Prime's quoted Buy Price or Sell Price. Opening a Trade may be done by the Client via Unum Prime's Trading desk subject to, Business Hours, the applicable Trading Hours and the Tradeable Instrument Schedule.

20.6 In order for the Client to place a Trade that creates an open Trade, the Client must deposit funds into the Client Account, or already have Available Margin credited to their Client Account, which Available Margin is sufficient to cover

the Margin Requirements for the particular Trade. The Client must have sufficient cleared funds in their Client Account before Unum Prime will accept any Trades from the Client. Should the Client not have sufficient Available Margin in the Client Account to meet the Margin Requirements for the Trade, Unum Prime will not execute the Client offer to enter into a Trade and no Trade will take place.

20.7   The Client closes-out a Trade by contacting the Unum Prime Trading desk and selecting to close-out a particular open Trade.

20.8   Upon completing the Client offer to Trade, a trading instruction will constitute an offer by the Client to enter into a Buy or a Sell at the Buy or Sell Price quoted by Unum Prime for the Swap.

20.9   The Client will specify the maximum price they are willing to pay when they are buying or the minimum price the Client is willing to accept when selling.

20.10   Orders can only be executed at the price or within the limits specified by the Client at the time the Client placed the Order with Unum Prime.

20.11   Despite the provisions of this Agreement and this clause 20, Unum Prime may amend the types of Orders which the Client may place via the Trading Desk in Unum Prime's sole discretion from time to time.

20.12   Unum Prime may confirm an Order, instruction or other communication orally, in writing or via the Platform. After the Order has been placed, Unum Prime shall confirm an Order, instruction, Trade or other communication orally, in writing via email which will include details such as the transaction reference number, price, volume and any other additional information necessary.

20.13   The Client closes-out a Trade by contacting the Unum Prime Trading desk and selecting to close-out a particular open Trade.

20.14   A Trade will not be deemed to be closed-out by Unum Prime, until such time as the Client Account and/or Unum Prime's records reflect the Trade as being closed-out.

20.15   Market Gapping occurs when the price of the Swap opens well above or below the previous day's close with no trading activity in between and can be caused by various factors, including without limitation, economic events, market announcements etc. If these events occur when the market is closed, it may result in a significant difference in the price quoted for the underlying

reference asset when the market re-opens, as compared to the previous closing price quoted for the underlying reference asset, with no opportunity for the Client to close-out their Trades in-between.

20.16   The Client acknowledges that market gapping may result in a significant loss and a Stop-Loss Order may not necessarily protect the Client against the risk of market gapping. The Client acknowledges and agrees that they remain liable for any losses on the Client's Trades which may be realised and posted to the Client's Account as a result of a Stop-Loss Order not being executed or being executed at a price worse than the stop-loss price specified in your Stop-Loss Order.

20.17   The Client acknowledges and agrees that their Take-Profit Order will be executed as soon as reasonably possible after the quoted price of the underlying reference asset reaches the predetermined level specified by the Client in the Take-Profit Order, and the Client agrees that they will not earn any further profits from further increases in the quoted prices of the underlying reference asset after the Client's Take-Profit Order has been executed.

20.2   Telephonic Trade Execution

20.2.1   Orders executed through a telephone call to the Unum Prime trading desk or client support staff of Unum Prime are completed when the Unum Prime representative confirms that the Trade is completed to the Client. At that point in time, the Client has entered into a Trade and cannot cancel or revoke the Trade.

20.2.2   The Client hereby indemnifies Unum Prime against any losses incurred as a result of a disruption, failure or malfunction of telephone lines.

20.2.3   The Client acknowledges and agrees that Unum Prime may record all telephone conversations between the Client and Unum Prime and such recording maybe submitted or a transcript of such recording, as evidence to any court or in any regulatory proceeding for the purpose of establishing any matter relating to this Agreement or any Trade.

20.2.4   The Client acknowledges and agrees that Unum Prime is not obligated to retain recordings or transcripts thereof. The Client further agrees that Unum Prime, at its discretion, may destroy any such recordings or transcripts, except where legal or regulatory obligations necessitate preservation. In such instances, Unum Prime will retain recordings or transcripts as mandated by law or regulation.

20.3   Trade Execution via email

20.3.1   The Client acknowledges and agrees that Unum Prime may record all email communications between the Client and Unum Prime, and Unum Prime may submit any such recording or a transcript of such recording as evidence to any court or in any regulatory proceeding for the purpose of establishing any matter relating to this Agreement or any Trade.

20.3.2   Unum Prime will not be liable for any losses or damages resulting from communication failures if the Client experiences an inability to communicate.

20.3.3   The Client acknowledges and agrees that Unum Prime may keep a record all email conversations between the Client and Unum Prime and such records maybe submitted as evidence to any court or in any regulatory proceeding for the purpose of establishing any matters relating to this Agreement or any Trade.

21.   REPORTING OF TRADES TO A LICENSED TRADE REPOSITORY

21.1   Currently, there is no trade repository established in South Africa. Nevertheless, by entering into this agreement, the Client expressly agrees and consents to Unum Prime reporting all trades executed with the Client to the designated trade repository if such becomes available in the future.

21.2   This disclosure is necessary to meet regulatory requirements and ensure transparency in financial markets. It's important for all Parties involved to be aware of and understand the extent of information that will be shared as part of the reporting process.

20.1   The Client agrees to provide all necessary documentation, information, and cooperation to facilitate compliance with trade reporting obligations imposed by relevant laws.

20.2   It is important to acknowledge that the transfer of information to the trade repository will encompass the disclosure of transaction data, including but not limited to portfolio details, transaction values, and the identities of the Parties involved as required by the Financial Markets Act Conduct Standard 3 of 2018, reporting obligations in respect of transactions or positions in Over-The-Counter Derivatives.

22.   MARGIN REQUIREMENTS

22.1   In order to open a position, the Client must have sufficient Available Margin in the Client's Account to meet the Margin Requirement of a particular Trade.

22.2   Unum Prime's Margin Requirements are calculated as a percentage of the nominal cash value of the particular Trade (the number of units of the underlying reference asset multiplied by the cash price of that particular underlying reference asset) as set out in the Tradeable Instruments Schedule.

22.3   Margin serves as collateral security which the Client transfers to Unum Prime as continuing covering security for the due and proper performance of all of the Client's obligations arising in terms of this Agreement and/or any Trades entered into pursuant to this Agreement, including without limitation, in respect of any payment obligations due or owing to Unum Prime from time to time.

22.4   The enforcement by Unum Prime of its security interest over such Margin may be affected at any time in accordance with the terms of this Agreement, applicable laws and regulations. Unum Prime shall at all times be entitled to exercise its right of lien, combination or set-off between Accounts opened for the Client in its books.

22.5   Margin Availability/Requirement does not in any way limit the losses that the Client may incur in connection with their Trade, and the Client's losses may exceed the total value of the Client's Margin.

22.6   Unum Prime reserve the right, in its sole discretion, to vary the Margin Requirements from time to time.

22.7   The Margin Requirement is due and payable by the Client and will be deducted from cleared funds standing to the credit of the Client Account when a Trade is placed, and the Margin Requirement must be met at all times until the open Trade is closed-out.

22.8   Any Profit made when a Trade is closed-out will increase the Client's Available Margin under the Client Account. Any losses or Margin Calls will be deducted from the Available Margin under the Client Account immediately or as soon as reasonably possible thereafter.

22.9   The Margin Requirement for each Trade that the Client has open is recalculated each Business Day through the mark-to-market process based on the Tradeable Instrument Schedule.

22.10   The Client acknowledges and agrees that they are responsible for staying informed about the current Margin Requirement for each of their open trades. It is the Client's duty to ensure they maintain an adequate Available

Margin in their Client Account to cover the Margin Requirement whenever it is recalculated for each open trade.

22.11   When one or more of the Client's open Trades is deemed to have insufficient Available Margin to meet a Trade's Margin Requirement, the Client hereby authorises Unum Prime to utilise the Available Margin in the Client's Account to pay that Trade's Margin Requirement.

22.12   The Client must inform Unum Prime immediately should the Client not be able to, or anticipate being unable to in the future, make any payment into their Account for a Margin Requirement. In such circumstances, Unum Prime reserve the right to close- out any or all of the Client's open Trades, either whole or in part.

22.13   In the absence of sufficient Margin to meet the Trade's Margin Requirements, Unum Prime will make Margin Calls in terms of clause 23.

23   MARGIN CALLS

23.1   The Client undertakes to pay to Unum Prime all amounts necessary to fulfil the Margin Requirements as set out in the Tradeable Instruments Schedule required to open the Client's Trade and maintain the open position during the life of the Trade.

23.2   Unum Prime will value the Client's open positions on a daily basis in accordance with the terms and conditions of Unum Prime's Valuation Policy.

23.3   This procedure is referred to as "Marking to Market". Unum Prime will assess whether the value of the client's open positions has Increased or decreased. In cases where the Margin deposited with Unum Prime is insufficient to cover the Margin Requirements for the trade, Unum Prime will contact the Client to request additional Margin ("**Margin Call**").

23.4   Margin Calls will be initiated either via the Platform, telephonically or through email notifications to the Client regarding a low balance in the Client's Margin. Upon receiving a Margin Call, the Client is obligated to promptly deposit the specified amount into the Client Account as requested by Unum Prime. This action must be completed within a reasonable timeframe following the receipt of the Margin Call.

23.5   In the absence of unusual or extraordinary circumstances, 1 (one) hour will be deemed to be a reasonable time, however Unum Prime reserves the right to request the deposit of additional Margin at a shorter notice period.

23.6   The Margin Requirement must be settled by the Client by promptly funding their Account using one of the approved methods outlined in this Agreement acceptable to Unum Prime. Unum Prime's failure to issue a Margin Call for a deposit or top-up does not waive the right to do so at any subsequent time, nor does it establish any liability on the part of Unum Prime towards the Client.

23.7   For so long as the Client has outstanding fees, charges, and/or expenses due to Unum Prime in respect of services rendered to the Client under this Agreement, all funds and assets within the Client's Account are hereby expressly pledged and assigned by the Client in favour of Unum Prime as ongoing security. This security serves as continuous collateral to secure the payment of the Client's indebtedness to Unum Prime.

23.8   If the Client does not satisfy the Margin Requirements timeously, Unum Prime will send a notice to the Client and automatically close out the Client's Trades, where insufficient Margin has been provided, the Client will be liable to Unum Pime to pay any negative balance on the Client's Account.

23.9   Should Unum Prime, in its sole discretion, elect to hold the Client's Trades open in the absence of sufficient Margin, Unum Prime retains the right to charge interest, fees or other reasonable charges to do so.

24   FEES, CHARGES AND COMMISSIONS

24.1   Unum Prime is entitled to quote a Bid/Offer Spread on its Sell Prices or Buy Prices and Unum Prime will charge the Client a fee, charge, spread and/or commission on all the Client's Trades. Unum Prime fees and commission are disclosed to the Client in the Tradeable Instruments Table.

24.2   In addition, the Client agrees to pay all the fees, charges, and expenses in respect of services rendered to the Client under this Agreement and as more specifically set out in the Tradable instruments Schedule from time to time.

24.3   Unum Prime reserves the right to change the fees, charges, expenses, Spread and commissions by publishing a new Tradeable Instruments Schedule.

24.4   The Client hereby authorise Unum Prime to withdraw the amount of any such fees, charges, commissions and expenses from their Client Account.

24.5   The Client acknowledges and agrees that if they were referred to Unum Prime according to the terms of a Referral Agreement, Unum Prime will compensate the Referrer with a referral fee for all of the Client's trading

activities on the Platform. The payment will be made in accordance with the terms specified in the Referral Agreement, and the amounts will be determined by Unum Prime in its sole discretion and may vary over time.

25   SET-OFF AND NETTING

25.1   Without prejudice to Unum Prime's right to require immediate payment from the Client, Unum Prime may (in addition to any general lien, right of set-off, right to combine accounts or any other right to which Unum Prime may be entitled), without notice to the Client, set-off any obligation of the Client to make payment to Unum Prime under this Agreement against Unum Prime's liability to the Client in respect of any credit balance in the Client's Account (or any part thereof in such amount as Unum Prime may elect).

25.2   Unum Prime may, at its discretion on any date, decide that where amounts are payable under this Agreement in respect of the same type of Trade in the same currency, then on that date, obligations to pay one another may be automatically satisfied and discharged by means of set-off. The aggregate amount payable will be satisfied by payment of the net amount of those obligations by whichever of either the Client or Unum Prime, whoever has the net debit, to the Party having a net credit.

25.3   Upon liquidation or sequestration (whichever may be applicable) of either the Client or Unum Prime -

25.3.1   all unperformed obligations of the Client in terms of any transactions executed in accordance with this Agreement shall terminate and shall become due and payable immediately, subject to the process of liquidation or sequestration, as may be applicable;

25.3.2   the values of the unperformed obligations shall be determined; and

25.3.3   these values shall be netted, so that only a net amount is payable to or by Unum Prime or the Client, and the value of any assets (if applicable) which have been transferred to satisfy Margin Requirements shall be included in the calculation of the net amount payable upon such liquidation or sequestration (whichever may be applicable).

26   MARKET ABUSE / PROHIBITED TRADING TECHNIQUES

26.1   The Client agrees not to engage in any form of Market Abuse as defined in this Agreement and by applicable Laws and regulations. The client shall adhere to the highest standards of integrity, honesty and fairness in all transactions related to Unum Prime.

26.2   If the Client is or becomes aware of any suspected, potential, or actual instances of Market Abuse, the Client is obligated to immediately and without any delay report such information to Unum Prime. Specifically, the report must be directed to compliance@unumprime.co.za.

27   TAXES

27.1   The Client is liable to pay all taxes and other fees reasonably incurred in connection with this Agreement or that of any Trade.

27.2   Unum Prime shall be entitled to deduct or withhold any tax as may be required by law to be deducted or withheld from any payment made under this Agreement or under any Trade or any amount of money credited to the Client's Account or any other Account.

28   COMPLIANCE AND REGULATORY OBLIGATIONS

28.1   Notwithstanding any other provision of this Agreement, Unum Prime reserve the right to take any action deemed necessary or desirable in its absolute discretion to ensure compliance with all applicable laws and regulations at any given time. Unum Prime commits to complying with all relevant laws and regulations, including the terms and conditions of any necessary license for the conduct of its business, as may be required from time to time.

28.2   The Client pledges to adhere to all applicable laws and the Client further agrees and acknowledges that, for the purpose of compliance with applicable laws and/or regulations, that Unum Prime may be obligated to report details about the Client, their trades, or the Client's account to relevant authorities as may be required by law . Additionally, the Client hereby expressly authorises Unum Prime to disclose such information if and when necessary to fulfil legal obligations, ensuring both Parties' compliance with regulatory requirements.

29 MANIFEST ERROR

29.1 Unum Prime reserve the right to either void from the outset or amend the terms of any Trade containing or which are based on any error that Unum Prime reasonably believe to be an obvious and clear error, without the Client's consent.

29.2 If, in Unum Prime reasonable discretion and judgment, Unum Prime decides to modify the terms of any trade deemed to be Manifestly Erroneous Trade, the adjusted level will reflect what Unum Prime reasonably believe would have been fair and equitable at the time the trade was initiated. When determining whether an error qualifies as a manifest error, Unum Prime will exercise and act at all times with reasonable judgment and may consider various factors, including but not limited to, the condition of the underlying market at the time of the error and/or any inaccuracies or the lack of clarity in the information sources or statements upon which Unum Prime relies for its quoted prices.

29.3 Any financial commitment that the Client may have entered into or refrained from entering into in reliance on a Trade with Unum Prime will not be taken into account when deciding whether or not there has been a Manifest Error.

29.4 Except in cases of fraud, wilful default, or gross negligence, Unum Prime shall not be held responsible and/or liable for any loss, cost, claim, demand, damage suffered or expense arising from a manifest error, including those made by any information source, commentator, or official on whom Unum Prime reasonably rely in connection with a manifestly erroneous transaction.

29.5 In the event of a manifest error and Unum Prime's decision to invoke any of its rights under this clause 31, and should the Client receive any funds from Unum Prime related to the manifest error, the Client hereby acknowledge and expressly agrees that such funds are owed to Unum Prime. Accordingly, the Client commits to promptly returning an equivalent sum to Unum Prime without any delay.

30 EVENTS OF DEFAULT

30.1 The following shall constitute an Event of Default under this Agreement:

30.1.1 In the event of the Client's death, incapacitation, or classification as a mental health patient under any relevant mental health legislation, or if the Client is otherwise rendered unable to enter into or fulfil contractual obligations.; or

30.1.2   The Client fails to provide funds to satisfy the Margin Requirement, or fail to make any other payment due to Unum Prime in relation to the Client's trading or otherwise; or

30.1.3   The Client fails to observe or perform any of the other provisions of the Agreement; or

30.1.4   bankruptcy or insolvency proceedings are initiated against the Client; or

30.1.5   The Client initiates a meeting with the intent to formulate, propose, and/or engage in any arrangement or compromise for the benefit of the Client's creditors, or if the Client engages in discussions with the Client's creditors regarding such arrangements or compromises; or

30.1.6   If any distress, execution, or other legal process is imposed on any of the Client's assets and remains unresolved, discharged, or unpaid for a period exceeding 7 (seven) days; or

30.1.7   If the Client possess any security established through a mortgage or charge, and the mortgagee and/or charge-holder initiates actions to enforce such security; or

30.1.8   If the Client violate any representation or warranty provided to Unum Prime during the inception of this Agreement or each time a Trade is initiated, regardless of the manner in which such warranty or representation was communicated, or if the Client neglects to promptly notify Unum Prime in the event that such representation or warranty becomes inaccurate or deceptive; or

30.1.9   If Unum Prime reasonably concludes that the Client is likely to encounter difficulties in meeting financial obligations as they mature; or

30.1.10   any other situation and/or circumstance exists in which Unum Prime reasonably believe that it is necessary or desirable to take any of the actions hereunder to safeguard the interests of Unum Prime and its other clients; or

30.1.11   a bankruptcy, insolvency or business rescue petition is presented by or against the Client, or a receiver, trustee, administrative receiver, business rescue practitioner or similar officer is appointed in respect of the Client or a winding-up petition is issued, or an order is made, or a resolution is passed for the winding up of the Client.

30.2   If any Event of Default occurs, Unum Prime, without prejudice to any other right against the Client that Unum Prime may have, and with or without notice to the Client, may choose to:

30.2.1	close-out any or all of the Client's open Trades (either whole or in part) at a level based on Unum Prime's then prevailing Buy or Sell Price or, if no prevailing price, at a level which Unum Prime in its sole discretion determines to be fair and reasonable; or
30.2.2	Unum Prime may exercise its rights of set-off under this Agreement; or
30.2.3	Unum Prime may close the Client Account and refuse to accept any further Trades from the Client or to undertake any further trading with the Client; or
30.2.4	immediately recover any sums which are payable by the Client in respect of realised losses on the Client's Account; or
30.2.5	immediately terminate this Agreement; or
30.2.6	Take any other actions that Unum Prime, under the circumstances, deem reasonable to safeguard the interests of Unum Prime or any of Unum Prime's clients.
30.3	If the Client fails to make timely payments for any amounts owed to Unum Prime, such failure will be considered as an ongoing Event of Default. This will grant Unum Prime the authority, in its sole discretion, to close out any or all the Client's Trades, in whole or in part, at any time before the outstanding payment is settled. This may involve closing Trades, including profitable ones, as necessary to fulfil the Clients payment obligations to Unum Prime.
30.3.1	Unum prime is not obligated to take the Client's interests into consideration when exercising these rights if, in Unum Prime's opinion, an Event of Default has occurred.

31   FORCE MAJEURE

31.1	Unum Prime reserves the right, in its discretion, to declare the existence of an emergency or exceptional market conditions (referred to as a "**Force Majeure Event**") and neither Unum Prime or the Client shall be held responsible for any acts, events, non-occurrences, omissions, accidents, or unforeseeable circumstances beyond the Parties reasonable control, including but not limited to:
31.1.1	Strikes, lockouts, labour shortages, civil commotion, riots, war, threat of or preparation for war, diplomatic breakdown, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, pestilence, epidemic, interruption of power supply, or disruption in electronic communication or information. If such events result in the inadequate functioning of Unum Prime's computer

systems, including the Platform and/or Website, thereby hindering the maintenance of an orderly market for one or more products ordinarily traded, Unum Prime will not be held liable. This includes voluntary or mandatory compliance with any directive, request, or order from any person deemed to have authority. In essence, any cause or contingency beyond the control of Unum Prime that, in its opinion, impedes the maintenance of an orderly market may be considered as a force majeure event; or

31.1.2   In the event of the suspension or closure of an underlying market, the abandonment or failure of any event on which Unum Prime relies for its market operations, or to which Unum Prime may link its prices, or the imposition of limits, special, or unusual terms on trading within such markets or events; or

31.1.3   In the case of a significant movement in the level of, or an extensive loss of, liquidity in any underlying market related to the products provided by Unum Prime, and/or any relevant market, or Unum Prime's reasonable expectation of such an event; or

31.1.4   If, in Unum Prime's considered judgment based on the prevailing circumstances, it is determined that it would be commercially imprudent to allow regular trading to persist, or if Unum Prime reasonably anticipate that one or more of the situations outlined in this clause is on the verge of occurring.

31.1.5   In the event that Unum Prime ascertains the existence of a Force Majeure Event, Unum Prime shall bear no responsibility for any loss or harm incurred by the Client as a result thereof. The fulfilment of Unum Prime's obligations will be temporarily suspended during the occurrence of such Force Majeure Event. Upon the conclusion of the circumstances leading to the Force Majeure Event, this Agreement will resume its full operational status.

31.2.1   if Unum Prime determines that a Force Majeure Event exists, then Unum Prime may in its sole and absolute discretion (without prejudice to any other rights Unum Prime may otherwise have):

31.2.2   Revise the Margin Requirements applicable to the Client's open Trades with immediate effect;

31.2.3   Liquidate any or all Open trades at a level that Unum Prime, in good faith, deem appropriate given the prevailing circumstances. In the absence of fraud or wilful misconduct on Unum Prime's part, Unum Prime shall not be

held liable for any losses, damages or loss of profit which the Client may incur as a result;

31.2.4   alter Unum Prime's business hours and/or trading hours;

31.2.5   Undertake or refrain from actions deemed suitable and necessary in the given circumstances to safeguard the interests of both Unum Prime and its clients collectively.

32.   COMPLAINTS AND DISPUTES

32.1   Complaints will at all times be subject to and resolved in the manner set out in Unum Prime's Complaints and Dispute Resolution Policy.

32.2   Unum Prime is committed to treating clients fairly (TCF), so for convenient access to Unum Prime's procedures on complaints handling, the Client can access Unum Prime's Complaints and Dispute Resolution Policy on the website (www.unumprime.co.za) or the Client can directly submit a complaint in writing to **complaints@unumprime.co.za**

32.3   Despite any provisions outlined in the Complaints and Dispute Resolution Policy, Unum Prime reserves the right to close-out any of the Client's open trades with the aim of limiting the amounts involved in a dispute between the Client and Unum Prime.

32.4   This action may be taken to manage risk and ensure the appropriate operation of trading activities.

32.5   Unum Prime maintains the absolute right to refuse acceptance of any trading instructions from the Client while there is an unresolved dispute, however, Unum Prime will continue to accept instructions solely for the purpose of closing-out existing trades.

32.6   This will enable Unum Prime to manage potential risks and ensure the integrity of trading operations whilst the dispute resolution process is ongoing.

33.   TERMINATION OF AGREEMENT AND ACCOUNT

33.1   The Client may terminate this Agreement by providing Unum Prime with at least 5 (five) business days' written notice, which notice shall be without prejudice to accrued rights and remedies and the existence and

enforceability of any open Trades, meaning that any ongoing Trades or commitments will continue subject to the terms of this Agreement.

33.2 Unum Prime reserves the right to terminate this Agreement by delivering written notice to the Client. Such termination will become effective immediately upon the Client's receipt of the notice.

33.3 Upon termination, unless expressly agreed and documented otherwise, all the Client's Trades will be closed out as soon as reasonably possible, and any outstanding sums owed by the Client to Unum Prime will become due and payable immediately. Once all outstanding payments are settled, any remaining credit balance in the Client Account will be returned as soon as reasonably possible to the Client.

33.4 The Client's refund will at all times be subject to the tradable instruments held on the closing day and will be issued as soon as the underlying assets can actually be redeemed.

33.5 Thereafter the Client Account will be closed and treated as an Inactive Account for all intents and purposes.

34. AMENDMENTS TO THIS AGREEMENT

34.1. Unum Prime reserves the right, in its sole and absolute discretion, to modify and/or amend any of the terms and conditions of this Agreement, the Onboarding Document and/or its Policies from time to time as Unum Prime may reasonably see fit.

34.2. Any modification or amendment to this Agreement will be applicable to the Client only after Unum Prime have provided the Client with explicit notification of such changes. Unum Prime will provide the Client with a notice of amendment and the updated/amended Agreement, Onboarding Document and/or Unum Prime's Policies either through the Platform or the Website and an email will be sent to the Client to the email address specified by the Client in the Client's Onboarding Document.

34.3. The revised Agreement will be effective for all of the Client's trading activities with Unum Prime, commencing 2 (two) business days after the Client receives the notice as outlined in clause 34.2 above.

34.4. The Client acknowledges and agrees that through continued use of the Platform and continued trading with Unum Prime, that the Client will be

deemed to have read, accepted and agreed to the changes to this Agreement, the Onboarding Document and/or Unum Prime's Policies.

34.5.   It is the Client's responsibility to regularly check this Agreement and ensure that the Client is satisfied with any subsequent changes. Should the Client not be satisfied with the changes as notified to the Client, the Client must terminate this Agreement with Unum Prime by providing the termination notice to close out the Client's Account.

34.6.   Any amended to this Agreement will supersede the previous agreement on the same subject matter and will govern any Trade entered into after the date the amended Agreement comes into effect.

34.7.   The Client may not vary the provisions of this Agreement in any manner, except with Unum Prime's express written consent. Accordingly, any addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of no force or effect unless if reduced to writing and signed by Unum Prime.

35.   OWNERSHIP AND COPYRIGHT

35.1.   The contents of the Onboarding Document, Website or the Platform, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated on the Onboarding Document, the Website or the Platform may be protected by law, including but not limited to copyright and trade mark law.

35.2   The content found on the Onboarding Document, Website and Platform is the exclusive property of Unum Prime.

35.3   The Client will not acquire any right, title or interest in or to the content of the Onboarding Document, Website or Platform.

35.4   Any use, distribution or reproduction of the Onboarding Document, Website or Platform, or its content is prohibited unless expressly authorised in writing by Unum Prime.

35.5   Where any of the Onboarding Document, Website, or Platform's content has been licensed to Unum Prime or belongs to any third party, the Client's rights of use will also be subject to the terms and conditions which that licensor or

third party imposes from time to time and the Client acknowledges and agrees to comply with such third party's terms and conditions.

36.   THIRD PARTY CONTENT

36.1   The Platform and/or Website may include links to other websites or information sources ("**Linked Sites**"). These Linked Sites are beyond the control of Unum Prime, and Unum Prime disclaim responsibility for the content of any Linked Site, including any links within a Linked Site or any modifications or updates to a Linked Site.

36.2   Unum Prime disclaim responsibility for webcasting, or any other form of transmission received from any Linked Site. These links are provided to the Client solely for convenience or for information purposes only, and their inclusion does not imply Unum Prime's endorsement of the site or any affiliation with its operators.

37.   DISCLAIMER, INDEMNITY AND LIMITATIONS OF LIABILITY

37.1.   The Client's use of the Platform and Website is undertaken entirely at the Client's own risk. The Client is fully responsible for any risks, losses and/or damages that may arise from the utilisation of the Platform and/or the Website or reliance on any information provided on the Platform and/or the Website.

37.2.   Unum Prime absolves itself of any responsibility for damages, losses, or liabilities, whether direct, indirect, or consequential in nature, that may arise in connection with the Client's access to or use of the Platform and/or Website, including any content contained therein, unless explicitly mandated by law.

37.3.   Unum Prime shall not be held responsible for any inaccuracies in the information published on the Platform and/or Website, including any incorrect Buy or Sell Prices displayed on the Platform, unless such liability arises from the gross negligence or the wilful misconduct of Unum Prime, its employees, agents, or authorised representatives.

37.4.   Unum Prime disclaim liability for any direct, indirect, incidental, special, or consequential loss or damages that may result from the Client's use of, or reliance upon, the Platform and/or the Website or any of its content. This includes situations where the Client are unable to use the Platform and/or

the Website, or in the event of unlawful activity on the Platform and/or the Website or any linked third-party website.

37.5.   The Client agrees to indemnify Unum Prime against any loss, claim, or damage that the Client or any third party may incur in any way due to the Client's use of the Unum Prime Platform and/or the Website, as well as any linked third-party website.

38.   DATA PROTECTION AND PRIVACY

38.1.   Information and data shall be collected and stored in accordance with Unum Prime's Data Retention policy.

38.2.   The Client acknowledges and agrees that the Client's personal information may be shared with agents of Unum Prime for the purposes of performing its obligations under this agreement as may be necessary from time to time.

38.3.   The Client acknowledges and agrees that the Client's Personal Information resides on Unum Prime's Internet servers, and the Client hereby consent to the transfer of the Client's Personal Information, both manually and by electronic means, to a third party or Group Company in any country or territory and to the use of the Client's Personal Information in such locations as described above.

38.4.   The Client acknowledges and agrees that if the Client were introduced to Unum Prime through a referral made by a Referrer in terms of a Referral Agreement, that the Referrer will have full access via the Platform to the following details relating to the Client, the Client's Trades and the Client's Account:

38.4.5.   The Clients full names;

38.4.6.   The Clients contact details and email address;

38.4.7.   The Client's complete transaction history and all current balances on your Account;

38.4.8.   the value of the Client's open positions;

38.4.9.   details of positions which the Client have closed-out;

38.4.10.   all other information which must or may be disclosed to Unum Prime's Referrer in terms of the Referrer Agreement; and

38.4.11.   The Client further consent to Unum Prime disclosing all of the information listed in clause 40.4 to any one or more of Unum Prime's Referrers who introduced or referred the Client to Unum Prime for purposes of paying such Referrer a referral fee in the manner set out in the Referrer Agreement.

38.5.   Despite the fact that Unum Prime does not grant any credit facilities to the Client, the Client authorises Unum Prime to perform credit checks with registered credit bureaus and/or identity checks as Unum Prime may deem appropriate. The Client further authorises Unum Prime to obtain references from the Client's employer and/or bank should Unum Prime deem it necessary.

38.6.   The Client authorises Unum Prime to provide information that may be protected by data protection legislation, regarding the Client's Account and trading history to any person who, in Unum Prime's opinion, is reasonably seeking a credit reference (including other trading companies) in good faith and for any lawful purpose.

39.   CONFIDENTIALITY

39.1.   The Client agrees not to utilise Unum Prime's confidential Information without obtaining Unum Prime's prior written consent first, and the Client commits to taking all necessary precautions to prevent the unauthorised use or disclosure of such information to any third party. In the event that the Client becomes aware of any unauthorised access or attempt to obtain Unum Prime's Confidential Information, the Client must promptly notify Unum Prime and take reasonable measures to safeguard the confidentiality of the information.

39.2.   The obligations set out in this clause does not apply to any Confidential Information which:

39.2.5.   Information is disclosed in accordance with applicable laws, or the rules and regulations of any other regulatory authority in the Republic of South Africa;

39.2.6.   Information is already in the public domain, (other than as a result of a breach of the provisions of this Agreement)

39.2.7.   Information is expressly agreed upon between the Client and Unum Prime in writing as not being confidential;

39.2.8.   Information must be used or disclosed to fulfil obligations under this Agreement or any Trade; or

39.2.9.   Information is disclosed to a related party, service provider, or professional advisor, provided that –

39.2.9.1.   The recipient is made aware of and agrees to the confidentiality provisions outlined in this Agreement.; and

39.2.9.2.   The recipient needs the information for the purpose of fulfilling obligations or exercising rights under this Agreement.

40.   MARKET INFORMATION

40.1   The Client acknowledges and agrees that where Unum Prime displays Market Information on the Platform/Website that –

40.2   Unum Prime does not endorse or approve the Market Information and such information is provided to the Client for information purposes only and as a service for convenience;

40.3   Unum Prime does not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information provided to the Client;

40.4   Unum Prime does not warrant any results from the Client's use of or reliance on the Market Information;

40.5   Unum Prime is not obliged to update any information or opinions contained in the Market Information and Unum Prime may discontinue offering Market Information at any time;

40.6   Unum Prime will not be liable for the termination, interruption, delay or inaccuracy of any Market Information; and

40.7   The Client will not redistribute or facilitate the redistribution of Market Information to any third-party.

40.8   The opinions or statements presented on the Platform and/or Website does not necessarily reflect the perspectives of Unum Prime, any of its authorised representatives, directors, employees, and/or agents.

41.   COVENANT

41.1   The Client and Unum Prime agrees to, at all times, do everything necessary to fulfil and uphold the terms and conditions of this Agreement.

42.   **NOTICES AND DOMICILIA**

42.1.   This section outlines the process for providing notices between the Client and Unum Prime.

42.2.   Unum Prime may deliver notices verbally or in writing through various communication methods in connection with this Agreement including via registered post to the Client's physical address or by email to the email address the Client indicated in the Client's Onboarding Document.

42.3.   Unum Prime chooses the physical address, telephone number and email address below as the addresses to which the Client may send notice to Unum Prime:

Physical Address

Unit 1, Irene Corporate Corner, 57 Via Latina Crescent, Irene, Centurion, 0178, South Africa.

Telephone Number

+27 12 141 3610

Email Address

info@unumprime.co.za

Marked for the attention of: **Client Support**

42.4.   The Client chooses the physical address, telephone number and email address as set out in the Client's Onboarding Document as the addresses to which Unum Prime may send notice to the Client.

42.5.   The Client acknowledges, confirms and agrees that any notice from Unum Prime made under or in connection with this Agreement may be made verbally or in writing in notices or other communications to the Client's last known home address, place of work, land line telephone number, mobile phone, fax number, email address or other contract details, as provided by the Client in the Onboarding Document or as subsequently amended by the Client.

42.6.   It is the Client's responsibility to ensure that Unum Prime has been notified and/or updated of the Client's current and correct address and contact details. The Client must update their contact details by sending an email to Unum Prime with your new contact details to clientsupport@unumprime.co.za.

42.7.   Any notice shall be deemed to have been duly given if –

42.8.   it was left or affixed at the Clients last known home or work address; or

42.9.   it was provided to the Client by leaving a telephonic voice mail message, 4 (four) hours after the message was left; or

42.10.   it was sent by post, on the business day after the subsequent business day after posting; or

42.11.   it was sent by private post, or courier, on the next business day after posting; or

42.12.   it was sent by email, 1 (one) hour after sending to the email address of record. A "bounce back" or other form of rejection from the server or host domain of your email address of record will not serve as a basis to contest receipt where the "bounce back" or other form of rejection was through no fault of Unum Prime or otherwise attributable to the Unum Prime computer systems.

42.13.   Notwithstanding the above, any notice given in writing, and actually received by the Client, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 42.

42.14.   In respect of the service of legal process -

42.14.5. Unum Prime chooses its physical address of Unit 1, Irene Corporate Corner, 57 Via Latina Cres, Irene, Centurion, 0178, South Africa at which address it will accept legal process and at which address other documents in legal proceedings in connection with this Agreement may be served; and

42.14.6. The Client chooses their physical address as set out in the Client's Onboarding Document, at which address the Client will accept legal process, and at which address other documents in legal proceedings in connection with this Agreement may be served.

43.   BENEFIT OF THE AGREEMENT

43.1.   This Agreement will extend its benefits to and remain binding upon the successors in title and permitted assigns of Unum Prime.

44.   APPLICABLE LAW AND JURISDICTION

44.1.   This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.

44.2.   The Client hereby consents and submit to the jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria, in connection with any dispute arising from or related to this Agreement.

44.3.   Nothing contained in this Agreement shall preclude any Party from approaching a competent court on an urgent basis.

45.   GENERAL

45.1.   This Agreement encompasses the entirety of the understanding between Unum Prime and the Client regarding the matters addressed herein. Except as otherwise expressly provided in this Agreement, no undertaking, representation, term, or condition related to the subject matter hereof, if not explicitly incorporated into this Agreement, shall be binding or have any impact on either Unum Prime or the Client.

45.2.   This Agreement supersedes, takes precedence over and replaces any and all prior agreements, correspondences and/or undertakings between Unum Prime and the Client in relation to the subject matter hereof.

45.3.   No extension of time, leniency, or other concession granted by either Unum Prime or the Client regarding the performance of any obligation under this Agreement, and no delay or forbearance in enforcing any right arising from this Agreement, shall be construed as implied consent or election. Neither Unum Prime nor the Client (as applicable) shall be deemed to have waived or novated any rights under this Agreement, nor will it affect the ability of Unum Prime or the Client to enforce compliance with every provision or term as contained herein. The failure or delay of either Unum Prime or the Client in exercising any right, power, or privilege under this Agreement will not constitute a waiver, and any single or partial exercise will not preclude further exercise or the enforcement of any other right, power, or privilege.

46.   **NO WAIVER OR SUSPENSION OF RIGHTS**

46.1.   Neither Unum Prime nor the Client may waive, suspend, or postpone any rights or obligations arising from or related to this Agreement, unless such action is documented in writing and signed by both Unum Prime and the Client. Any such waiver, suspension, or postponement will apply solely to the specific instance and for the purpose for which it is provided and agreed upon and all other terms of this Agreement will continue to be in full force and effect.

47.   **PROVISIONS SEVERABLE**

47.1.   Despite the grouping or grammatical linkage, all provisions and clauses in this Agreement are independently severable. If any provision or clause becomes unenforceable in any jurisdiction due to voidness, invalidity, illegality, unlawfulness, or for any other reason, it shall be deemed *pro non scripto* only to the extent of its unenforceability in that jurisdiction. The remaining provisions and clauses of this Agreement will continue to be fully effective and enforceable.

47.2.   Unum Prime and the Client affirms that it is both of the Parties' mutual intention that this Agreement would have been executed without the unenforceable provision if the Parties were aware of its unenforceability at the time of execution.

48.   **CONTINUING EFFECTIVENESS OF CERTAIN PROVISIONS**

48.1   The conclusion or termination of this Agreement will not impact the provisions explicitly stating operation post-expiration or termination. Additionally, those clauses essential for ongoing effect after expiration or termination will continue to be valid and enforceable even if such clauses do not expressly state so.

49.   **ASSIGNMENT**

49.1   Neither this Agreement, any part thereof and/or any of the Client's rights or obligations hereunder may be ceded, delegated or assigned by the Client to a third party without the prior written consent of Unum prime first being obtained, which consent will not be unreasonably withheld.

49.2   Unum Prime reserves the right to unilaterally assign and/or cede any part of its rights or obligations under this Agreement to any third party in its sole and absolute discretion.

50.   **SIGNATURE**

By signing below, the Client acknowledges that they have read, understood, and agree to abide by all the terms and conditions outlined in this agreement.

Signed at _____ on this ___ day of _____ 202_

_____
For and on behalf of the Client
(Duly authorised)

Full Names: _____

Accepted by Unum Prime:

Signed at _____ on this ___ day of _____ 202_

_____
For and on behalf of Unum Prime
(Duly authorised)

Full Names: _____