

# RaiseFX

Client agreement



November 2025

## 1. Introduction

This document outlines the contract between RaiseFX (the “Broker”) and the customer of the platform services (the “Customer”).

## 2. Customer Agreement

This document is a legal contract between Raise Global SA (pty) (“the Broker”, “RaiseFX”, “us” or “we”), its successors and assigns, and the party/parties (the “Customer”, “client” or “you”) executing this document.

This document, along with our other legal documents (General Terms and Conditions, Terms of Use, Risk Disclosure Statement, Order Execution Policy, Trading Conditions and Charges, Conflict of Interest Policy, Client Asset Key Information Document, Key Information Document, and Privacy Statement), available on our website (collectively referred to as the “Client Agreement”), represents the terms under which we will conduct business with you.

The Broker agrees to conduct business with the Customer. This document sets forth the respective rights and obligations of both parties concerning this service. Both parties agree to and will be bound by these terms upon acceptance of the conditions contained herein and upon the Customer's completion of the application process.

In connection with opening an account with us to speculate in, and/or purchase, and/or sell Forex, Contracts for Differences (hereinafter referred to as “CFDs”), Options, and Spread Betting in commodities, metals, currencies, cryptocurrencies, and indices, and to receive such other services and products as we may, at our sole discretion, determine to offer from time to time, the Customer acknowledges that they have been advised of and understand the following factors related to trading in the over-the-counter market (“OTC”) and/or Spread Betting market, in addition to those contained in the Risk Disclosure Statement provided to the Customer.

We trade contracts for differences (“CFD”) transactions in the OTC market.

In consideration of our agreement to provide services to the “Customer”, “client” or “you” in connection with the purchase of Forex, CFDs, Options, and Spread Betting in commodities, currencies, metals, cryptocurrencies, and indices, and the receipt of such other services and products as we may, at our sole discretion, determine to offer from time to time in the future and which may be purchased or sold by or through your Customer’s account(s), you agree that the following rights and obligations will govern the relationship between us.

### **3. Important Notices**

OTC trading means that trading does not occur on a regulated exchange. There are no guarantees regarding the creditworthiness of the counterparty of your Forex, CFDs, Options, and Spread Betting position. Additionally, there may be cases where trading liquidity decreases, causing Forex, CFDs, Options, and Spread Betting in commodities, currencies, metals, cryptocurrencies, and indices to cease, thereby preventing the liquidation of an adverse position, which may result in a substantial financial loss.

Trading in CFDs is not suitable for everyone. In general, we consider that this product should be used by individuals who meet one or more of the following criteria:

1. Is an Elective Professional Client; or
2. Is a Retail Client who:
  - a. Has sufficient relevant knowledge and/or experience;
  - b. Has the ability to bear a 100% loss of all funds invested;
  - c. Has a high-risk tolerance; and
  - d. Intends to use the product for one or more of the following reasons: short-term investment, speculative trading, portfolio diversification, and/or hedging exposure to an underlying asset.

We do not provide investment advice. The market recommendations, signals, and information provided by or distributed by the Broker are general in nature and based solely on the judgment of our personnel or from third-party information providers. These market recommendations may or may not align with the market position or intentions of the Broker, its affiliates, and/or employees.

The market recommendations and information provided by the Broker are based on information believed to be reliable. However, we cannot and do not guarantee the accuracy or completeness of this information, nor do we represent that following such recommendations will eliminate the risk inherent in trading Forex, CFDs, Options, and Spread Betting. Any market recommendation or information provided by the Broker does not constitute an offer to buy or sell, nor is it a solicitation to buy or sell any OTC transaction.

The Customer understands and agrees that they are capable of, and solely responsible for, assessing the merits and risks of any trade they may enter into with us. The Customer understands that we do not permit our Customer representatives to either exercise discretion or manage an OTC account. If the Customer's account is being traded without the Customer's authorization, the Customer must notify us immediately.

Our margin policies, or those of the banks/clearing houses through which trades are executed, may require additional funds to be provided to properly manage the margin in the Customer's account, and Customers are obligated to meet such margin requirements immediately. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. We reserve the right to refuse or accept any order.

The Customer understands that they must carefully review the reports related to the Customer's trading posted online by the Broker. All reports of execution and account statements will be deemed final unless the Customer objects within two business days of being posted. Objections may initially be made by email or telephone, but must be confirmed in writing thereafter.

The Customer understands that we may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and fees, leverage size per instrument, markups, rules relating to stop losses and limits, rules relating to

rollovers, rules relating to margin calls, or any other financial arrangements, and that such rules and provisions may be changed from time to time.

The Customer has read and understands the Customer's obligations and rights under this Customer Agreement and agrees and acknowledges that this Customer Agreement, along with the Terms of Use, Risk Disclosure Statement, Order Execution Policy, Trading Conditions and Charges, Conflict of Interest Policy, Client Asset Key Information Document, Key Information Document, and Privacy Statement, will constitute the terms of the Customer's relationship with us.

The Customer agrees that they are fully responsible for making all decisions regarding transactions effected for the Customer's account. The Customer has considered the foregoing factors and, in view of the Customer's present and anticipated financial resources, is willing and able to assume the substantial financial risks of OTC trading.

#### **4. Customer Responsibility**

It is the Customer's responsibility to obtain all necessary information about trading in Forex, CFDs, Options, and Spread Betting, as well as our Terms and Conditions, and to ensure that all risks and arrangements are discussed and clearly understood before engaging in any trading activity.

The Customer agrees that they are fully responsible for making all decisions regarding transactions effected for the Customer's account. The Customer has considered the foregoing factors and, in view of the Customer's present and anticipated financial resources, is willing and able to assume the substantial financial risks of OTC trading.

It is the Customer's responsibility to obtain all necessary information about trading in Forex, CFDs, Options, and Spread Betting, as well as RaiseFX's Terms and Conditions, and to ensure that all risks and arrangements are discussed and clearly understood before engaging in any trading activity.

## 5 Terms and Definitions

5.1 “RaiseFX” shall, where the context permits or requires, be deemed to mean RaiseFX South Africa, its subsidiaries and affiliates, and their successors and assigns.

5.2 “Central Bank” shall mean the “Central Bank of South Africa” or any successor authority thereto.

5.3 “Customer” shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement.

5.4 “Agreement” shall include this agreement and all other agreements and authorizations executed by the Customer in connection with the maintenance of the Customer’s account with RaiseFX.

5.5 “MiFID” shall mean The Markets In Financial Instruments Directive II (MiFID II) 2014/65/EU.

5.6 “Applicable Regulations” means:

- a) The Central Bank regulations;
- b) Rules of a relevant regulatory authority;
- c) Rules of a relevant Exchange; and
- d) All other applicable laws, rules, and regulations as in force from time to time, as applicable to this Agreement, any Transaction, or our Electronic Trading Services.

5.7 “Operating Agent”: A Customer that operates an account for another customer.

The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

## **6. Information About RaiseFX**

6.1 RaiseFX is a company incorporated under the laws of South Africa and is fully authorized by the Financial Monitoring Committee of the Ministry of Finance of the Republic of South Africa under the license number 50506 as a financial brokerage firm.

The Central Bank, South Africa's financial services regulatory body, is responsible for regulating financial services providers in South Africa. RaiseFX is fully authorized by the Financial Monitoring Committee of the Ministry of Finance of the Republic of South Africa under the license 50506 to provide the investment services outlined below:

6.1.1 Investment Service: Dealing on own account, meaning the activity of trading against proprietary capital resulting in the conclusion of transactions in one or more financial instruments.

6.1.2 Ancillary Services: Foreign exchange services where these are connected to the provision of investment services; and Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments.

6.1.3 Financial Instruments:

- Options, futures, swaps, forward rate agreements, and any other derivative contracts relating to any of the following:

1. Securities, currencies, interest rates or yields, or other derivative instruments, financial indices, or financial measures that may be settled physically or in cash;

2. Commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default of home jurisdiction).

6.2 If we consider on the basis of the information that you provide that trading in the contracts we offer is not appropriate for you, we shall warn you of this. Any such warning is not intended as investment advice and must not be relied upon as such.

6.3 Our obligation is to assess your knowledge and experience and not to assess the suitability of a given investment in your circumstances.

6.4 In some cases, if we consider that it is not in your best interests, we shall not be obliged to proceed with a transaction.

6.5 All trading is done subject to the Trading Conditions detailed on the RaiseFX website.

## **7. GOVERNMENTAL COUNTERPARTY INSTITUTION AND INTERBANKING SYSTEM RULES**

7.1 All transactions under this Agreement shall be made in accordance with usage, rulings, and interpretations of the counterparty institution or other interbank market (and its clearing organization, if any) and with all applicable laws and regulations.

7.2 If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organization which shall be binding upon RaiseFX and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case

may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect.

7.3 Customer acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.

## **8. MARGINS AND DEPOSIT REQUIREMENTS**

8.1 Customer shall provide to and maintain with RaiseFX margin in such amounts and in such forms as RaiseFX, in its sole discretion, may require.

8.2 Such margin requirements may be greater or less than margins required by those banks or brokers with which trades are executed.

8.3 RaiseFX may change margin requirements at any time.

8.4 Customer agrees to deposit by immediate wire transfer, or other payment method acceptable to RaiseFX, such additional margin when and as required by RaiseFX and will promptly meet all margin calls in such mode of transmission as RaiseFX in its sole discretion designates.

8.5 RaiseFX may at any time proceed to liquidate Customer's account and any failure by RaiseFX to enforce its rights hereunder shall not be deemed a waiver by RaiseFX to enforce its rights thereafter.

8.6 RaiseFX retains the right to limit the amount and/or total number of open positions which Customer may acquire or maintain at RaiseFX, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion.

8.7 Orders must be placed allowing sufficient time to execute and to calculate margin requirements.

8.8 Profits deriving from a transaction shall be added to Customer's account as additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.

8.9 Losses deriving from a transaction shall be deducted from Customer's account.

8.10 Usual margins are as follows. As specified above, they can be updated at any time, depending on market and other conditions.

## **9. OPTIONS**

9.1 Options are contracts that give the buyer the right, but not the obligation, to buy (in the case of a Call Option) or to sell (in the case of a Put Option) a specified FX/CFD at a specified price (the "Strike") at a specified time and date (the "Expiration"), from or to the seller of the option. These are commonly known as European style vanilla options.

9.2 The proceeds of the purchase or sale of an Option (the "Cost", or "Premium") will be immediately debited or credited to the cash balance of the account. At Expiration, Options that are in the money will be automatically closed out at intrinsic value, that is, in the case of Call Options, the amount by which the closing price of the specified FX/CFD exceeds the strike price, and in the

case of Put Options, the amount by which the Strike exceeds the closing price of the specified FX/CFD. For long Call and short Put positions, the closing price will be the prevailing bid price of the underlying FX/CFD at Expiration; and for short Call and long Put positions, the closing price will be the prevailing ask (offer) price of the underlying FX/CFD, as determined by RaiseFX in its sole discretion. Options that are not in the money will expire worthless.

9.3 The Customer acknowledges, recognizes, and accepts that RaiseFX quotes variable spreads on Options. The Customer is specifically made aware that variable option spreads are affected by actual market conditions, which are beyond RaiseFX's control. RaiseFX does not guarantee any maximum or minimum quotable option spreads. There may be times when Options quotes are not available in some underlying FX/CFDs.

9.4 We allow you to perform various transactions, including in respect of options based on various indices that shall be defined by us from time to time (for example, index rates and stock and option rates), and to receive financial information and various other services as we shall determine in our sole discretion. Prior to effecting any transaction, we advise you to read the explanations that may be found on the website regarding each type of transaction. The rules of trade are set exclusively by RaiseFX.

9.5 We may make available the current price applicable to a share or index, and offer you the opportunity to submit a put or call position in respect of such share. Each position shall be for a specified expiry time. We expect that the current prices will be reasonably related to the actual prices of such shares available in the market. We make no warranty, express or implied, that the quoted prices represent prevailing quoted prices.

## **10. CUSTOMER ASSETS**

10.1 Customer funds will be held in accordance with the 'Client Asset Requirements' issued by the Central Bank.

10.2 RaiseFX will not pay interest on client funds deposited by the Customer.

10.3 All funds, securities, currencies, and other property of the Customer that RaiseFX or its affiliates may hold (whether individually, jointly, or as a guarantor for another account) or may possess or control for any purpose, including safekeeping, will be held by RaiseFX as security. This includes a general lien and right of set-off for any liabilities of the Customer to RaiseFX, regardless of whether RaiseFX has made advances related to such assets or the number of accounts the Customer may have with RaiseFX.

10.4 RaiseFX may, at its discretion and without notice to the Customer, apply and/or transfer any or all funds or property between any of the Customer's accounts.

10.5 The Customer grants RaiseFX the right to pledge, re-pledge, hypothecate, invest, or loan, either separately or with other customers' property, to itself or others, any securities or property of the Customer held by RaiseFX as margin or security.

10.6 RaiseFX is not required to return to the Customer the identical property that was delivered to or purchased by RaiseFX for any account of the Customer.

10.7 This authorization applies to all accounts held by the Customer with RaiseFX and will remain in effect until all accounts are fully settled by the Customer or until RaiseFX issues a notice of revocation from its home office.

10.8 Any failure by RaiseFX to enforce its rights does not constitute a waiver of those rights in the future.

10.9 RaiseFX is irrevocably appointed as the Customer's attorney-in-fact and is authorized, without notice to the Customer, to execute and deliver documents, give notices, and take actions on the

Customer's behalf, including executing, delivering, and filing financing statements to protect RaiseFX's interests in any collateral.

10.10 If the collateral is insufficient to cover the Customer's obligations to RaiseFX, including margin requirements, the Customer must promptly pay the entire amount of the deficit upon demand.

#### 10.11 Client Assets Held:

- 10.11.1 Funds received by RaiseFX from the Customer will be deposited in a client account with one of its appointed credit institutions.

- 10.11.2 RaiseFX's appointed credit institutions have confirmed in writing that they will designate accounts to clearly distinguish client accounts from accounts containing RaiseFX's own funds.

- 10.11.3 RaiseFX's approved credit institutions have also confirmed that they will provide daily statements for client funds held.

- 10.11.4 The legal and regulatory regime of these credit institutions may differ from the laws in the Customer's country.

- 10.11.5 In the event of default by a credit institution, client funds may be treated differently than they would be in the credit institution's home country.

- 10.11.6 By accepting these terms, the Customer consents to having their funds held by RaiseFX's approved credit institutions.

#### 10.12 Pooling:

- 10.12.1 Assets are held in a pooled client account with RaiseFX's appointed credit institutions.
  
- 10.12.2 A pooled client account contains funds from multiple clients, meaning assets are not physically segregated from one another.
  
- 10.12.3 In the event of a credit institution's default, pooling may affect RaiseFX's ability to control the Customer's assets.
  
- 10.12.4 RaiseFX performs daily reconciliations between pooled client funds and its internal records.
  
- 10.12.5 By accepting these terms, the Customer consents to having their funds held in pooled accounts with the appointed credit institutions.

#### 10.13 Default of Credit Institution and Monitoring:

- 10.13.1 RaiseFX does not accept responsibility or liability for losses resulting from a default by one of its appointed credit institutions.
  
- 10.13.2 RaiseFX conducts ongoing risk assessments of its appointed credit institutions to ensure they are safe repositories.

- 10.13.3 Details of the appointed credit institutions, including names and client account details, will be provided upon request.

- 10.13.4 If the Customer prefers not to have funds deposited with a specific credit institution, RaiseFX will return such funds as soon as possible.

10.14 Pursuant to Section 10.5, Customers trading on the RaiseFX platform agree to transfer full ownership of funds to RaiseFX for securing or covering required margins. As such, the required margin will no longer be considered the Customer's property. RaiseFX will deposit the required margin as collateral with its liquidity providers, and these funds will not be registered in the Customer's name. Funds deposited by the Customer beyond the required margin will be treated as client funds in accordance with the Client Asset Requirements.

## **11. CONFLICTS OF INTEREST**

11.1 RaiseFX is required to maintain and operate effective organisational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest. In order to achieve this RaiseFX has established and implemented a Conflicts of Interest policy.

11.2 Where arrangements made by RaiseFX to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to client interests will be prevented, RaiseFX shall clearly disclose to the client the general nature and the sources of the conflicts of interest before undertaking business on the client's behalf.

11.3 A summary of RaiseFX's Conflict of Interest Policy is available on the RaiseFX website.

## 12. COMPLAINTS

12.1 In the event that you have any query and/or concern and/or issue and/or problem and/or reason to feel dissatisfied with any aspect of our service, in the first instance you should contact our customer services team, as the vast majority of issues can be dealt with at this level.

12.2 If our customer services team is unable to resolve the matter or you feel that our service has not met your expectations and you wish to raise this issue as a formal complaint, you must complete a Complaint Form, which is accessible in the legal documents section of our website. The completed Complaint Form accompanied by adequate supporting evidence (as necessary) must be submitted to our customer service to be recorded as a formal complaint.

12.3 We will provide you with a regular written update on the progress of the investigation of the complaint.

12.4 We will attempt to investigate and resolve the complaint within 40 business days of having received the complaint.

12.5 Where the 40 business days have elapsed and the complaint is not resolved, we will inform you of the anticipated timeframe within which we hope to resolve the complaint.

12.6 Once an investigation of the complaint is completed, a Final Response shall be issued to the Client with the investigation's outcome(s) together with any required explanations and any remedy measures the Company intends to take.

12.7 A Complaint will be deemed as resolved or settled where the Company has sent in writing a Final Response to the Client.

### **13. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES**

13.1 In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by RaiseFX; (d) insufficient margin, or RaiseFX's determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account; (e) Customer's failure to provide us with any information requested pursuant to this agreement or any applicable law; or (f) any abuse of trading practices, manipulations and/or fraud by Customer or any other person authorized to use the account; or (g) any other circumstances or developments that we deem appropriate for its protection, and in RaiseFX's sole discretion, it may take one or more, or any portion of, the following actions:

(i) Satisfy any obligation Customer may have to us, either directly or by way of guaranty of suretyship, out of any of Customer's funds or property in RaiseFX's custody or control;

(ii) Sell any or purchase any or all Currency contracts, securities held or carried for Customer; and

(iii) Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer.

13.2 Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

13.3 Prior demand or notice of sale or purchase shall not be considered a waiver of RaiseFX's right to sell or buy at any time in the future without demand or notice as provided above.

13.4 In liquidation of Customer's long or short positions, RaiseFX may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in RaiseFX's sole judgment may be advisable to protect or reduce existing positions in Customer's account.

13.5 Any sales or purchases hereunder may be made according to RaiseFX's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and RaiseFX may purchase the whole or any part thereof free from any right of redemption.

13.6 For Customer's protection, Equity or Net Liquidation Value of the Customer's trading account drops below the Minimum Margin Requirement, all of Customer's open transactions shall be automatically closed, whether at a loss or a profit.

13.6.1 For the RaiseFX and MetaTrader platforms, the Minimum Margin Requirement is equal to 50% of the Required Margin for Retail clients.

13.6.2 For the RaiseFX and MetaTrader platforms, the Minimum Margin Requirement is equal to 10% of the Required Margin for Professional clients.

13.7 If the amount in Customer's trading account is less than zero, Customer shall promptly notify RaiseFX and RaiseFX shall nullify the account.

13.8 Neither RaiseFX nor any of its subsidiaries, affiliates or agents shall be responsible for any loss or damage caused due to closing of positions in accordance with the above.

13.9 We provide you with negative balance protection for your Account. This means that your losses can never exceed your Equity.

## **14. FEES AND CHARGES**

14.1 Fees arising out of RaiseFX providing services are outlined in the Trading Conditions and Charges page.

14.2 The Customer is aware that a part of RaiseFX's revenues derives from the spread on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. The standard spreads for all instruments are listed on the site.

14.3 RaiseFX may increase or decrease spreads on any or all instruments, at its sole discretion, at any time without notification due to various mitigating factors – market sentiment, news times or announcements, trading volumes, market volatility and/or additional internal or external factors. This may be effected on an individual client basis or for all clients simultaneously.

14.4 Spreads may be increased where a third party inter alia – Affiliate, Introducing Broker, Marketing Partner, refers a Customer to RaiseFX. This additional spread may be transferred to the third party who referred the Customer as remuneration.

14.5 Where a customer requests a specific fee structure, a commission may be payable by Customer to open and close Forex, CFDs, Options and Spread Betting positions. Such

commission payable will be debited from Customer's account at the same time as RaiseFX opens or closes the relevant Forex, CFDs, Options and Spread Bets.

14.6 Where we increase or introduce any new charges, we will post the changes on our website at least 7 days before they take effect.

14.7 We may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.

14.8 In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organisations arising out of RaiseFX's provision of services hereunder.

14.9 The Customer may incur additional fees for the purchase of optional, value-added services we offer.

14.10 ROLLOVERS, OVERNIGHT INTEREST:

14.10.1 A daily financing charge may apply to each Forex, CFDs, Options and Spread Betting open position at the closing of RaiseFX's trading day with regards to Forex, CFD, Options and Spread Bet.

14.10.2 If such financing charge is applicable, it will either be requested to be paid by Customer directly to RaiseFX or it will be paid by RaiseFX to Customer, depending on the type of Forex, CFDs, Options and Spread Betting and the nature of the position Customer holds.

14.10.3 The method of calculation of the financing charge varies according to the type of Forex, CFDs, Options and Spread Betting to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR).

14.10.4 The financing charge will be credited or debited (as appropriate) to Customer's account on the next trading day following the day to which it relates.

14.10.5 RaiseFX reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of Forex, CFDs, Options and Spread Betting to which the financing charge applies.

14.10.6 For certain types of Forex, CFDs, Options and Spread Betting, a commission is payable by the Customer to open and close Forex, CFDs, Options and Spread Betting positions. Such commission payable will be debited from Customer's account at the same time as RaiseFX opens or closes the relevant Forex, CFDs, Options and Spread Bets.

14.10.7 Trades in CFDs and Spread Betting are linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which the CFD and Spread Betting is linked, the base asset shall be replaced with another asset, and the quotation of the CFD and Spread Betting shall change accordingly.

14.10.8 CFDs and Spread Betting do not have an expiration date.

14.10.9 Trades in CFDs and Spread Betting are continuous and the base assets to which they are linked vary from time to time.

14.10.10 RaiseFX reserves the right to determine the base asset to which CFDs and Spread Betting is linked, the date of replacement of the base asset, and the replacement conditions.

14.10.11 Following the replacement of the base asset, the quotation of the CFDs and Spread Betting shall be adjusted, and the Customer's account shall be credited or debited, as applicable, in accordance with the difference in quotations created due to the replacement of the base asset.

14.10.12 The difference in quotations between the base assets is affected by the difference in rates between selling and buying of such assets in the market, and therefore the revaluation of selling and buying transactions shall be in different values.

14.10.13 Customers will incur costs in relation to the Spread Cost in closing the Old contract and Opening the New Contract and a Standard Overnight Interest charge.

14.10.14 In most cases, the debits shall be higher than credits.

14.10.15 Any open transaction held by Customer at the end of the trading day as determined by RaiseFX or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and physical settlement of the transaction.

14.10.16 The Customer acknowledges that when rolling over such transactions to the next business day, overnight interest may be either added or subtracted from Customer's account with respect to such transactions.

14.10.17 The overnight interest amount shall be determined by RaiseFX from time to time, in RaiseFX's absolute discretion.

14.10.18 The Customer hereby authorizes RaiseFX to add or subtract the overnight interest to or from the Customer's account for any open transaction that has accrued overnight interest, in

accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.

14.10.19 Full information related to applicable charges can be found at Trading Conditions and Charges on our site.

## **15. COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS**

15.1 Reports, statements, notices, trade confirmations, and any other communications will be posted online and may be transmitted to such address as Customer may from time to time designate in a written or electronic communication to RaiseFX.

Raise EU Services D.B. Limited, a company registered in Cyprus with registration number **HE428723**, having its registered office at **Vasili Tsitsani, 30 Agia Fyla, 3120, Limassol, Cyprus**, is appointed as a **paying agent** for **Raise Global SA (Pty) LTD**.

The role of Raise EU Services D.B. Limited is limited exclusively to the facilitation of payment services on behalf of Raise Global SA (Pty) LTD and does not include any client relationship or provision of financial or investment services.

All client relationships and services are solely conducted by Raise Global SA (Pty) LTD, an authorized financial services provider under South African law.

15.2 Customer is responsible for alerting RaiseFX to any change in its e-mail address.

15.3 Communications are deemed received when made available to Customer by RaiseFX, regardless of whether Customer actually accessed the statement.

15.4 The Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits.

15.5 Customer understands that it must carefully review the reports relating to Customer's trading posted online by RaiseFX.

15.6 Reports of the confirmation of orders and statements of accounts for Customer posted online by RaiseFX shall be deemed correct and shall be conclusive and binding upon Customer if not objected to within two business days of the posting online.

15.7 Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.

15.8 If Customer becomes aware of an error with respect to any report or statement, such as amounts erroneously credited to Customer, Customer shall immediately inform RaiseFX and is responsible to return such amount to RaiseFX, and if RaiseFX becomes aware of such occurrence, RaiseFX is expressly authorized to correct such error by correcting such report or statement, and, if applicable, treating this as a Deficit Balance.

15.9 Customer declares that by providing its registration data to RaiseFX it hereby consents to, RaiseFX, its subsidiaries, affiliates and agents sending, and Customer receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to Customer's use of the trading platform, including information and offers from RaiseFX or third parties that RaiseFX believes Customer may find useful or interesting, such as newsletters, marketing or promotional materials.

15.10 Customer acknowledges that RaiseFX does not have to separately obtain Customer's prior consent (whether written or oral) before distributing such communications to Customer, provided that RaiseFX shall cease to distribute such communications should Customer notify RaiseFX in writing that Customer no longer desires to receive such commercial communication.

15.11 Client statements can be generated by the client at any time on the on-line trading platform. These statements will record the time the order was executed and the balance of their account. Our internal records will state the time the order was requested from the client.

15.12 RaiseFX will also provide the client with a statement on an annual basis outlining the details of funds held by the firm for the client at end of the period covered by the statement. Statements will also show all charges applied during the period covered by the statement, if any.

15.13 Real-time access to each client's account showing transactions, the time orders were filled and the balance on the client's account will also be available to customers.

## **16. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY**

16.1 RaiseFX, including its subsidiaries, affiliates, and agents, is not responsible for any loss or damage caused directly or indirectly by events or actions beyond its control. This includes, but is not limited to, delays or inaccuracies in transmitting orders and/or information due to breakdowns, failures in transmission or communication facilities, or electrical power outages.

16.2 Neither RaiseFX nor any of its subsidiaries, affiliates, or agents guarantees that the trading platform or any services provided (including Third Party Licenses) will be uninterrupted or error-free. All services are provided "AS IS," without any representation or warranty except as stated herein.

16.3 RaiseFX and its subsidiaries, affiliates, or agents are not liable for any direct, indirect, punitive, incidental, special, or consequential damages arising from the use or inability to use RaiseFX's trading platform or services, including Third Party Licenses. This includes lost profits, business losses, trading losses, data losses, unauthorized access, theft, or destruction of Customer's computers or data, or the costs of procuring substitute goods or services.

16.4 The Customer acknowledges that this limitation of liability represents a reasonable allocation of risk and is an essential part of this Agreement. Without this section, the economic terms of the Agreement would be significantly different.

16.5 This limitation applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other legal theory, even if RaiseFX has been advised of the possibility of such damages.

16.6 RaiseFX and its subsidiaries, affiliates, or agents have no liability or duty to indemnify related to unusable data or lost or corrupt Customer transactions, regardless of the means or form.

16.7 This limitation also eliminates any liability on the part of RaiseFX for unusable data, lost, or corrupt transactions resulting from third-party software, networking services, internet issues, or actions/events outside of RaiseFX's control.

16.8 RaiseFX, its subsidiaries, affiliates, and agents disclaim all liability for any breach of internet security or disruptions, distortions, or delays in Customer's internet connection for any reason.

16.9 Since OTC is not an exchange-traded market, the prices at which RaiseFX deals or quotes may differ from those of other OTC market makers.

16.10 In the event of a quoting or execution error, including but not limited to typographical errors, misquotes, or issues with hardware, software, or external data feeds, RaiseFX is not liable for resulting errors in account balances. RaiseFX's trading room will attempt to address such errors, but the reset process may take time, during which the Customer might not be able to use their trading account or execute outstanding orders.

16.11 If RaiseFX identifies an erroneous or outdated quote, it may offer the Customer an alternative quote or allow them to continue the transaction, at RaiseFX's sole discretion.

16.12 The Customer acknowledges that RaiseFX, its subsidiaries, affiliates, and agents are not liable for any loss or damage related to the reset process.

16.13 Third Party Licenses:

16.13.1 Any third-party software included in or embedded within the RaiseFX website or trading platform is provided subject to the terms of this Customer Agreement.

16.13.2 The Customer must comply with the terms of any Third Party Licenses provided.

16.13.3 RaiseFX provides no express or implied warranty, indemnity, or support for Third Party Licenses and will have no liability related to them.

16.13.4 "Third Party Licenses" refers to licenses from third parties governing software embedded or used in the trading platform.

## **17. FOREX, CFDs, OPTIONS, AND SPREAD BETTING FLUCTUATION RISK**

17.1 If the Customer directs RaiseFX to enter into Forex, CFDs, Options, or Spread Betting transactions:

- (i) Any profit or loss from fluctuations will be entirely the Customer's responsibility.
- (ii) All deposits for margin must be made in U.S. Dollars, Euros, British Pounds, or Japanese Yen, as required by RaiseFX.
- (iii) RaiseFX may convert funds in the Customer's account for margin into or from foreign currencies at exchange rates determined by RaiseFX.

## **18. INDEMNIFICATION**

18.1 The Customer agrees to indemnify and hold RaiseFX, its subsidiaries, affiliates, agents, employees, successors, and assigns harmless from any liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from the Customer's failure to perform obligations or from any inaccuracies in the Customer's representations and warranties.

18.2 The Customer agrees to promptly cover all damages, costs, and expenses, including attorney's fees, incurred in enforcing this Agreement or any related agreements.

18.3 RaiseFX and its indemnities are not liable for claims or losses if caused by:

- (i) Customer's actions or omissions,
- (ii) Unauthorized access to Customer's account,
- (iii) System malfunctions or equipment failures,
- (iv) Delays or errors in instructions,
- (v) Inaccurate or incomplete instructions from the Customer,
- (vi) Reliance on financial data or information from the trading platform or Third Party Licenses.

18.4 RaiseFX may set off the Customer's liabilities under this section from their account.

## 19. MARKET ABUSE AND MANIPULATION

### 19.1 Prohibition on Arbitrage and Manipulation

#### 19.1.1

RaiseFX prohibits arbitrage, manipulation of prices, or exploiting errors on its platform.

19.1.2 Price latency, connectivity delays, and price feed errors may create inaccurate prices. Arbitrage and "scalping" in an OTC market, where the client trades directly with the market maker, are not permitted.

19.1.3 Transactions exploiting price latency or errors may be voided, and RaiseFX reserves the right to adjust accounts without notice.

19.1.4 If RaiseFX suspects internal or external hedging abuses, it may cancel trades or profits.

### 19.2 Market Abuse

19.2.1 RaiseFX may hedge liability by opening positions with other institutions, which can affect the underlying market. This can create market abuse risks.

19.2.2 The Customer agrees not to place trades that could result in market abuse or violate legal regulations. This includes trades linked to corporate finance activities or insider trading.

19.2.3 If RaiseFX suspects a breach of the above warranties, it may close trades and cancel associated profits.

19.2.4 The Customer acknowledges that speculative arrangements are involved, and it is improper to trade to influence RaiseFX's bid or offer prices.

## **20. EXECUTION OF ORDERS, STOP AND LIMITS**

20.1 RaiseFX will make commercially reasonable efforts to complete all accepted orders as per Customer instructions.

20.2 RaiseFX reserves the right to refuse any order.

20.3 RaiseFX may allow the Customer to specify a closing price through "Close at Loss" and "Close at Profit" orders, subject to the Agreement and additional terms.

20.3.1 "Close at Loss" is an order to close at a lower price than the opening price, and "Close at Profit" is to close at a higher price than the opening price.

20.4 Upon acceptance, RaiseFX is authorized to close the transaction at the specified Close at Loss or Close at Profit price without further notice.

20.5 RaiseFX may close a transaction when the quoted price equals the accepted order price.

20.6 RaiseFX is not obligated to close transactions that do not comply with agreed limitations.

20.7 Due to market volatility, RaiseFX cannot guarantee execution at the specified Close at Loss price, but will execute at the next best price.

20.7.1 The Customer is responsible for ensuring that trading conditions meet their personal situation.

20.8 If RaiseFX's quote moves to the Customer's advantage before the Limit Order is accepted, the Customer agrees that RaiseFX will execute at the specified price and retain the price movement for its own account.

20.9 RaiseFX's revenues include spreads on each transaction. If a fair market price reduces RaiseFX's spread, it may not execute the transaction and may provide an amended quote.

## **21. RISK ACKNOWLEDGMENT**

21.1 Investment in leveraged and non-leveraged transactions involves high risk and is suitable only for those who can afford to lose their entire margin deposit.

21.2 Low margin requirements can lead to significant losses due to price changes in OTC trading.

21.3 The Customer warrants readiness to assume the risks of OTC trading and agrees not to hold RaiseFX responsible for any losses.

21.4 Profit guarantees are impossible in OTC trading.

21.5 The Customer acknowledges that no guarantees have been made by RaiseFX or its representatives and has not relied on such guarantees.

21.6 Leverage in Forex, CFDs, Options, and Spread Betting can lead to large losses as well as gains.

21.7 CFDs are complex and come with a high risk of losing money rapidly. The percentage of retail investor accounts losing money when trading CFDs is available on RaiseFX's homepage. The Customer should consider if they understand CFDs and can afford the risk.

21.8 Extreme volatility can make it difficult or impossible to execute orders.

## **22. MARKET RECOMMENDATIONS AND INFORMATION**

22.1 The Customer acknowledges that:

(i) Any market recommendations, signals, or information provided by RaiseFX, its subsidiaries, affiliates, agents, or any person within RaiseFX do not constitute an offer to sell or a solicitation to buy any OTC contract, and RaiseFX does not provide investment advice.

(ii) Such recommendations and information, while based on sources believed by RaiseFX to be reliable, may be incomplete, unverified, and based solely on a broker's opinion.

(iii) RaiseFX makes no representation, warranty, or guarantee regarding the accuracy or completeness of any information or market recommendation provided to the Customer and is not responsible for any loss or damage, including loss of margin or profits, arising from reliance on such recommendations or information.

22.2 The Customer understands that they are solely responsible for evaluating the merits and risks of any trade they enter into with RaiseFX, whether based on information provided by RaiseFX or otherwise.

22.3 The Customer acknowledges that RaiseFX and/or its officers, directors, affiliates, associates, stockholders, or representatives may have a position in or may intend to buy or sell Forex, CFDs, Options, or Spread Bets, which could be inconsistent with the recommendations provided to the Customer by RaiseFX.

22.4 The Customer acknowledges that RaiseFX makes no representations regarding the tax implications of any trading activity.

## **23. CUSTOMER REPRESENTATIONS AND WARRANTIES**

23.1 The Customer represents and warrants that:

(i) If the Customer is an individual, they are of sound mind, legal age, and legal competence.

(ii) If the Customer is not an individual:

a. The Customer is duly organized and validly existing under the laws of its jurisdiction.

b. Execution and delivery of this Agreement and all related transactions have been duly authorized.

c. Each person executing and delivering this Agreement on behalf of the Customer is authorized to do so.

(iii) No one other than the Customer has an interest in the Customer's account, and the Customer has not granted and will not grant a security interest in their account with RaiseFX (other than the security interest granted to RaiseFX) without RaiseFX's prior written consent. The Customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral without RaiseFX's prior written consent.

(iv) The Customer warrants that they are suitable to trade OTC, regardless of any subsequent determination to the contrary.

(v) The Customer is not currently an employee of any exchange, corporation majority-owned by an exchange, or any related member or firm. If the Customer becomes such an employee, they will promptly notify RaiseFX in writing.

(vi) The Customer will execute and deliver all documents, give all notices, make all filings, and take other actions as deemed necessary by RaiseFX to evidence or perfect any security interest in favor of RaiseFX or to protect RaiseFX's interests.

(vii) The Customer has read and understands the provisions contained in this Agreement, including RaiseFX's Risk Disclosure Statement, Order Execution Policy, Trading Conditions and Charges, Conflict of Interest Policy, Client Asset Key Information Document, Key Information Document, and Privacy Statement.

(viii) The Customer will review this Agreement.

(ix) The Customer will not effect any transaction in their account unless they understand this Agreement and agree that any transaction represents that they have read and understood this Agreement as it stands at the time of the transaction.

(x) The Customer agrees to comply with all applicable laws, statutes, and regulations and declares that executing this Agreement will not violate any applicable statutes, rules, regulations, ordinances, charters, by-laws, or policies. The account with RaiseFX will not be used for any illegal activity.

(xi) The Customer confirms that, where applicable, they have received and read the key information document as required under relevant regulations.

## **24. DISCLOSURE OF FINANCIAL INFORMATION**

24.1 The Customer represents and warrants that the financial information provided in their Application accurately reflects their current financial condition.

24.2 The Customer has carefully considered the portion of their assets they regard as risk capital.

24.3 The Customer understands that risk capital is the amount of money they are willing to risk, and losing it will not affect their lifestyle.

24.4 The Customer agrees to immediately inform RaiseFX if their financial condition changes in a way that affects their net worth, liquid assets, or risk capital.

## **25. NO SEPARATE AGREEMENTS**

25.1 The Customer acknowledges that there are no separate agreements with RaiseFX or its employees or agents regarding trading in their account, including any guarantees of profits or limitations on losses.

25.2 The Customer must authorize every transaction before it is executed unless they have delegated discretion to another party as per a signed limited trading authorization or written agreement with RaiseFX. Any disputes must be reported to RaiseFX's Compliance Officer as specified in this Agreement.

25.3 The Customer agrees to indemnify RaiseFX and its subsidiaries, affiliates, and agents from any damages or liability resulting from their failure to notify RaiseFX's Compliance Officer of any relevant occurrences.

25.4 All notices required under this section must be sent to RaiseFX at its home office.

## 26. AFFILIATE REFERRAL DISCLOSURE

26.1 RaiseFX may work with advertising affiliates, referrers, or marketing partners ("Affiliates") who are independent of RaiseFX. Agreements with Affiliates do not create a joint venture or partnership, and Affiliates are not agents or employees of RaiseFX.

26.1.1 RaiseFX does not control, endorse, or vouch for the accuracy or completeness of information or advice from RaiseFX's Affiliates or any other external sources regarding trading risks.

26.1.2 Since Affiliates are not employees or agents of RaiseFX, RaiseFX does not endorse their services. It is the Customer's responsibility to perform due diligence on Affiliates before using their services.

26.1.3 To trade with RaiseFX, the Customer must open an account directly with RaiseFX and review the risk disclosure information provided. The Customer should not rely on contrary information from other sources.

26.1.4 RaiseFX and its representatives make no representations or warranties regarding future profits or losses in the Customer's account.

26.1.5 Forex, CFDs, Options, and Spread Betting trading are risky, and losses can occur. The use of any trading system, course, program, research, or recommendations from Affiliates or other third parties involves substantial risk of loss and may not necessarily result in profits or limit losses.

26.1.6 Due to the high risk in trading, the Customer should carefully consider their ability to afford potential losses.

26.1.7 RaiseFX may compensate Affiliates for referring customers, which may be on a per-trade basis or another method. The Customer has the right to know the details of such remuneration.

26.1.8 RaiseFX is not responsible for any losses resulting from the Customer's use of information or advice from third parties, including Affiliates.

## **27. OPERATING AGENTS**

27.1 If the Customer grants control over their account to a third party ("Operating Agent"), they do so at their own risk.

27.2 RaiseFX, its subsidiaries, affiliates, or agents are not responsible for reviewing the Customer's choice of Operating Agent or the actions taken by them and will not make recommendations in this regard.

27.3 The Customer acknowledges and understands:

- (i) RaiseFX makes no warranties or representations concerning any Operating Agent.
- (ii) RaiseFX, its subsidiaries, affiliates, or agents are not liable for any loss due to the actions of the Operating Agent.
- (iii) RaiseFX does not endorse or approve the Operating Agent's methods.

27.4 If the Customer appoints an Operating Agent, they must enter into a power of attorney agreement ('POA') and provide it to RaiseFX.

27.5 Upon receiving the POA, RaiseFX is authorized to follow the Operating Agent's instructions until notified otherwise in writing by the Customer. RaiseFX may debit the Customer's Account as per the POA terms.

27.6 The Customer is responsible for due diligence on the Operating Agent, including ensuring they are competent and suitable.

27.7 If using an automated trading system, the Customer acknowledges that RaiseFX is not responsible for any related issues, including failures of hardware, software, or communication systems. The Customer accepts the associated risks and agrees to hold RaiseFX harmless from any losses due to these risks.

27.8 Using an Operating Agent or automated trading system may incur additional mark-ups beyond RaiseFX's standard spread. Details will be provided in the spread or the agreement with the Operating Agent.

27.9 Any decisions or actions by the Operating Agent are considered actions by the Customer, and any resulting gains or losses are for the Customer's account.

27.10 The Customer agrees to indemnify and hold RaiseFX harmless from liabilities, losses, damages, costs, and expenses arising from the Operating Agent's management of the account.

27.11 The Customer acknowledges the high risk in trading and should carefully consider their capital before trading with RaiseFX, whether through an Operating Agent or otherwise.

27.12 If the Customer acts as an Operating Agent, they confirm they have all required governmental approvals, licenses, and permits for managing the account.

## 28. DISCLOSURE OF CUSTOMER INFORMATION

28.1 RaiseFX will not share or sell customer or prospective customer information, except to its employees, agents, partners, and associates as necessary for business purposes, including, but not limited to, banking or credit relationships. Information may also be disclosed as outlined in RaiseFX's Privacy Statement.

28.2 RaiseFX may disclose information about customers and their transactions to federal or state regulatory agencies and law enforcement authorities in response to requests, court orders, or subpoenas.

28.3 RaiseFX may share or sell statistical information that does not reveal customer identities.

28.4 RaiseFX is subject to reporting obligations under South Africa laws. You agree to provide any information we reasonably request to comply with these obligations and consent to us sharing information about you and your relationship with us (including transactions or account balances) with third parties as needed to comply with applicable regulations or terms of this Agreement.

28.5 The trade repository may forward such information to national supervisory authorities.

28.6 If you are a legal entity, you agree that RaiseFX may obtain a Legal Entity Identifier (LEI) on your behalf if necessary for you to enter into transactions with us. We may pass on any charges incurred to obtain the LEI and may also apply an administration charge to cover our costs. For more information, please contact our staff.

28.7 RaiseFX may collect, store, and process information obtained from you or related to the Client Agreement and transactions to comply with the Foreign Account Tax Compliance Act (FATCA) and other applicable laws, rules, and regulations. This may involve disclosing information to governmental authorities and transferring it to jurisdictions with less stringent data protection, privacy, or banking secrecy laws, both inside and outside the EEA.

28.8 Under the Common Reporting Standard (CRS), financial institutions, including RaiseFX, are required to exchange financial account information annually between participating jurisdictions. This information is submitted to local tax authorities, who then forward it to the relevant foreign tax authorities.

28.9 For these purposes, and similarly to FATCA, RaiseFX may collect, store, and process information from you or related to the Client Agreement and transactions to comply with CRS or other applicable laws, rules, and regulations. This may involve disclosing information to governmental authorities and transferring it to jurisdictions with less stringent data protection, privacy, or banking secrecy laws, both inside and outside the EEA.

## **29. TERMINATION**

29.1 This Agreement will remain in effect until terminated. You may terminate it at any time with three days' prior written notice (which may be by email), provided you have no open Forex, CFDs, Options, or Spread Betting positions and no liabilities owed to RaiseFX. RaiseFX may terminate the Agreement at any time by sending written notice to you. Termination will not affect any transactions previously entered into and will not relieve either party of obligations set out in this Agreement or any obligations arising from any deficit balance.

29.2 The provisions of Sections 14, 17, 18, 23, 29, and 41 will survive the termination of this Agreement.

## **30. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

30.1 All copyright, trademark, trade secret, and other intellectual property rights related to the RaiseFX website, its contents, and any related materials ("RaiseFX IP") remain the sole property of RaiseFX and its licensors. If third-party materials are available on the RaiseFX website, those materials belong to the respective third parties. You have no rights to the RaiseFX IP beyond those specified for accessing and using it.

30.2 You acknowledge that the RaiseFX IP is confidential and has been developed with significant skill, time, effort, and financial investment.

30.3 You will protect the confidentiality of the RaiseFX IP and will not allow third parties access to the website.

30.4 You will not publish, distribute, or otherwise make available to third parties any information derived from or related to the RaiseFX IP.

30.5 You will not copy, modify, decompile, reverse engineer, or create derivative works from the RaiseFX IP or its operational methods.

30.6 If you have comments or ideas for improving RaiseFX's services, you are welcome to share them. By doing so, you grant RaiseFX a perpetual, royalty-free, irrevocable, transferable license, with the right to sublicense, to use and incorporate your ideas or comments into its services and to otherwise exploit them without any compensation.

## **31. RECORDINGS**

31.1 The Customer agrees and acknowledges that all conversations between the Customer and RaiseFX personnel regarding the Customer's account(s) may be electronically recorded, with or without an automatic tone warning device.

31.2 The Customer further agrees that RaiseFX, its subsidiaries, affiliates, and agents may use these recordings and transcripts as needed in connection with any dispute or legal proceeding.

## **32. LEGAL RESTRICTIONS**

32.1 The Customer understands that financial contract laws vary worldwide and is solely responsible for ensuring compliance with all applicable laws, regulations, and directives relevant to their country of residency regarding the use of the RaiseFX website and its services.

32.2 Accessing RaiseFX's website does not imply that the services or activities conducted through it are legal under the laws or regulations of the Customer's country of residency.

32.3 The website does not constitute an offer or solicitation to anyone in jurisdictions where such offers or solicitations are not authorized, or to anyone to whom it is unlawful to make such an offer or solicitation.

32.4 Access to this website and the offering of financial contracts through it may be restricted in certain jurisdictions. Users are required to inform themselves of and comply with such restrictions.

## **33. DECLARATION**

33.1 By accepting this Agreement, the Customer declares that the funds invested in their RaiseFX account do not originate from illegal activities such as drug trafficking or abduction.

#### **34. TAX COLLECTION**

34.1 The Customer acknowledges that RaiseFX does not collect taxes for any authority in any form or manner.

34.2 It is the Customer's sole responsibility to calculate and pay all applicable taxes in their country of residence or arising from their trading activities with RaiseFX.

34.3 Although RaiseFX is not obligated to do so, it may deduct taxes from the results of the Customer's trading activity as required by applicable law.

34.4 The Customer understands that any amounts withdrawn from their account are gross amounts, and RaiseFX may deduct taxes from these amounts. The Customer has no claim against RaiseFX regarding such deductions.

#### **35. INACTIVITY AND ADMINISTRATION FEES**

35.1 The Customer acknowledges that their trading account may incur inactivity fees unless prohibited by law. After 3 consecutive months of non-use ("Inactivity Period"), an inactivity fee will be deducted from the account balance, as detailed below:

- USD Account: \$50
- EUR Account: €50
- GBP Account: £50

These fees are subject to periodic changes.

35.2 The Customer's trading account may also incur an annual administration fee unless prohibited by law. After 12 consecutive months of non-use ("Annual Inactivity Period"), an administration fee will be deducted from the account balance, as detailed below:

- USD Account: \$100
- EUR Account: €100
- GBP Account: £100

These fees are subject to periodic changes.

## **36. ACCOUNT PROCEDURES - IDENTIFICATION**

36.1 The Customer acknowledges that applicable laws require financial institutions to verify and record information identifying each account holder.

36.2 RaiseFX strives to prevent fraud and confirm the Customer's identity.

36.3 The Customer must provide RaiseFX with certain identifying information and documents upon opening a trading account, including a copy of the Customer's ID, a utility bill (e.g., phone bill, property tax bill), and copies of both sides of any credit card used for deposits.

## **37. STATEMENTS**

37.1 The Customer consents to receive account statements and trade confirmations online.

37.2 RaiseFX will provide password-protected access to online reports.

37.3 The Customer can generate Daily, Monthly, and Annual account statements detailing transaction activity, profit and loss, open positions, margin balances, and account credits and debits.

37.4 Statements are considered received when made available to the Customer by RaiseFX, regardless of whether the Customer has accessed them.

37.5 The Customer is responsible for notifying RaiseFX of any change in their email address.

37.6 This consent remains effective until revoked by the Customer in writing, as specified in Section 16 of this Agreement.

## **38. CONSENT TO ELECTRONIC SIGNATURE**

38.1 By electronically signing RaiseFX's account agreement and related documents, the Customer acknowledges receipt of the account letter, agreement, and other documents contained in the electronic account package and agrees to be bound by their terms and conditions.

38.2 The Customer consents to RaiseFX maintaining and providing electronic records of their trades and accounts.

### **39. CONSENT TO EXECUTION OF ORDERS OUTSIDE A REGULATED MARKET OR MTF**

39.1 The Customer acknowledges and consents to RaiseFX executing orders over the counter and outside a regulated market or Multilateral Trading Facility (MTF).

### **40. WAIVER AND AMENDMENT**

40.1 The Customer understands and agrees that RaiseFX may amend or change this Agreement at any time.

40.2 RaiseFX will notify the Customer of any such amendments or changes by posting them on its website or sending an email at least 7 days before they take effect.

40.3 The Customer agrees to be bound by the terms of any such amendments or changes on the effective date.

40.4 If the Customer objects to any changes or amendments, they must liquidate open positions and instruct RaiseFX regarding the disposition of all assets in their account within ten (10) business days after the notice has been posted or otherwise communicated.

40.5 No waiver or amendment of this Agreement will be implied from any course of dealing between the parties or from any failure by RaiseFX to assert its rights under this Agreement.

40.6 Oral agreements or instructions contrary to this Agreement shall not be recognized or enforceable.

## **41. ENTIRE AGREEMENT**

41.1 This Agreement, along with references to RaiseFX's policies and procedures, including the Risk Disclosure Statement, Order Execution Policy, Trading Conditions and Charges, Conflict of Interest Policy, Client Asset Key Information Document, Key Information Document, and Privacy Statement, constitutes the entire agreement between RaiseFX and the Customer, superseding all prior agreements.

## **42. USE OF PLATFORM SERVICES**

When using platform services offered by RaiseFX with the benefit of an Operating Agent (see Article 27), the Customer acknowledges that:

42.1 RaiseFX does not endorse or support any Operating Agent.

42.2 The Customer has selected their Operating Agent(s) independently after conducting their own research.

42.3 The Customer may lose part or all of their capital.

42.4 The Customer releases RaiseFX from all responsibility for any consequences or potential losses resulting from using the platform services directly or through an Operating Agent.

42.5 The Operating Agent may be compensated for their services, and details are available upon request from the Operating Agent. The Customer is responsible for obtaining this information.

42.6 Withdrawal of capital may depend on the Operating Agent's strategy and may be restricted while trades are in progress. The Customer should consult the Operating Agent for details.

42.7 The Customer may have access to a risk rating based on past performance and risks of the strategy over the last 12 months. This data is indicative and should not be considered investment advice or an endorsement by RaiseFX.

42.8 The Customer will have access to current performance, drawdown, and track record of the strategy. All information provided is indicative, and any errors do not constitute a breach of contract.

## **43. ASSIGNMENT**

43.1 The Customer may not assign or transfer any rights or obligations under this Agreement to a third party without prior written consent from RaiseFX. Any unauthorized assignment or transfer will be void. RaiseFX may assign this Agreement freely.

#### **44. GOVERNING LAW AND JURISDICTION**

44.1 This Agreement and any related rights, obligations, and legal actions shall be governed by and construed in accordance with the relevant regulations. The Customer and RaiseFX irrevocably submit to the exclusive jurisdiction of the South Africa Courts.

#### **45. BINDING EFFECT**

45.1 This Agreement is continuous and covers all accounts of the Customer opened or reopened with RaiseFX, regardless of personnel changes at RaiseFX or its affiliates.

45.2 This Agreement, including all authorizations, benefits RaiseFX and its subsidiaries, affiliates, agents, successors, and assigns. It is binding on the Customer and their estate, executors, trustees, administrators, legal representatives, successors, and assigns.

45.3 The Customer ratifies all transactions with RaiseFX prior to this Agreement and agrees that their rights and obligations regarding those transactions are governed by this Agreement.

#### **46. BANNED COUNTRIES**

Residents of the following countries are not permitted to use RaiseFX's services:

- 1. British Columbia (Canada)**
- 2. Quebec (Canada)**
- 3. Belarus**
- 4. South Korea**
- 5. Ivory Coast**
- 6. Cuba**
- 7. Liberia**
- 8. Iran**
- 9. Myanmar**
- 10. North Korea**
- 11. Sudan**
- 12. Syria**
- 13. Zimbabwe**
- 14. Belgium**
- 15. USA**
- 16. Japan**

**All individuals applying to open a trading account with RaiseFX must be aware of their country's laws regarding online trading activities.**