



STOICFX (PTY) LTD (trading as **STOICFX**)

2021/116238/07

CLIENT SERVICE AGREEMENT / TERMS OF USE

October 2024

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CLIENT SERVICE AGREEMENT

1. **Please read** this Client Service Agreement of STOICFX (PTY) LTD (hereinafter referred to as the “*Terms*” and/or the “*Agreement*” for) carefully before using the services described herein.
 - 1.1 This Agreement is a binding contract between the Client(s) and STOICFX (PTY) LTD and governs the use of all services offered by STOICFX (PTY) LTD.
 - 1.2 These Terms apply to your (hereinafter referred to as the “**Client(s)**” and/or “**you**” respectively) use of the services provided for by STOICFX (PTY) LTD, including – but not limited to – services provided for at <https://stoicfx.com/> and related sites (hereinafter referred to as the “**STOICFX Site(s)**”), the technology, and the platform associated therewith. The aforementioned being operated and maintained by STOICFX (PTY) LTD holding registration number **2021/116238/07** (hereinafter referred to as “**STOICFX**”, “**We**”, and/or “**Us**” respectively).
 - 1.3 Through the use of services offered by STOICFX on the STOICFX Site(s) and therein, you acknowledgement and explicitly provide acceptance of the Terms as stipulated herein and it is automatically assumed for both this Agreement, as well as the STOICFX Privacy and POPI Policy.
 - 1.4 The use of STOICFX services confirms that you have read these Terms and agree to be bound by them in respect of STOICFX and its provided services.
 - 1.5 If you do not agree with all of the terms and conditions of this Agreement, **you are an unauthorised Client of STOICFX’s services and are not permitted** to the use of the STOICFX Site(s), associated technology, and/or platform services associated therewith.
 - 1.6 STOICFX reserves the right to amend, modify, add and/or remove portions of these Terms at any time and for any reason it so deems fit.
 - 1.7 We urge you to review these Terms periodically for possible amendments which shall be effective and binding immediately upon posting (date of commencement and/or posting can be seen at the end of these Terms).
 - 1.8 By accessing the STOICFX Site after the posting of updated and/or amended Terms, it is automatically assumed that You acknowledge and agree to the modified Terms.

2. **ELIGIBILITY**

2.1 Legal Age

To be eligible for the use of STOICFX Services, clients must be at least **eighteen (18) years** of age. By accessing or using the services provided by STOICFX, you represent and warrant

that you are of legal age to enter into a binding agreement and that you have the capacity to comply with the terms of this Agreement.

If you are using the services on behalf of an organization or entity, you further represent that you have the authority to bind that organization to these Terms. If you do not meet the eligibility requirements outlined herein, you are prohibited from accessing the STOICFX Site and using its services.

STOICFX reserves the right to verify the age of users and may request additional documentation to confirm eligibility. Any attempt to circumvent these eligibility requirements may result in the suspension and/or termination of access to the STOICFX Site(s) and/or services.

2.2 Restricted Jurisdictions

2.2.1 STOICFX (PTY) LTD reserves the right, at its sole discretion, to restrict the provision of its services in certain jurisdictions, designating them as restricted or banned for engagement with potential clients. Currently, the company does not accept new clients or open new accounts from the following countries:

Afghanistan, Algeria, American Samoa, Angola, Australia, Belgium, Bosnia and Herzegovina, Brazil, Cambodia, Canada, China, Cuba, Democratic People's Republic of Korea (DPRK), Guam, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Japan, Lao People's Democratic Republic, Macao, Malaysia, Myanmar, New Zealand, Northern Mariana Islands, Panama, Papua New Guinea, Philippines, Puerto Rico, Russia, Singapore, South Korea, Sudan, Syrian Arab Republic, Taiwan, Thailand, Turkey, Uganda, US Virgin Islands, USA, Vanuatu, Vietnam, Yemen.

2.2.2 This list is non-exhaustive and may be updated at any time without prior notice. The most current list of restricted countries is available through STOICFX (PTY) LTD's Client support.

2.2.3 By entering into this Agreement, the Client confirms that they do not reside in any of the listed countries. Furthermore, the Client agrees to promptly notify the company if their circumstances change. STOICFX (PTY) LTD reserves the right to request additional information as needed to verify compliance with this clause.

3. REGISTRATION OF A STOICFX ACCOUNT

- 3.1 In order to use any of the STOICFX services, Client(s) must first register by providing their full name, an e-mail address, unique password, and affirming acceptance and acknowledgement of these Terms.
- 3.2 STOICFX may, at our sole discretion, refuse access and/or establishment of a STOICFX Account and/or limit the number of STOICFX Accounts that a single Client may establish and/or maintain at any time.

4. IDENTITY VERIFICATION

- 4.1 In order to use certain features of the STOICFX Services, including transfers of funds, Client(s) will be required to provide STOICFX with requested personal information – including, but not limited to, the following: the Client(s)' full name, physical address, contact number, e-mail address, date of birth, taxpayer identification number, government identification number, and/or information regarding your bank account (e.g., financial institution, account type, routing number, and account number).
- 4.2 In submitting this and/or any other personal information, Client(s) verify that the information is accurate and authentic and agree to update STOICFX if and/or when any information provided changes.
- 4.3 You hereby authorize STOICFX to, directly and/or through third parties make any inquiries considered necessary by STOICFX to verify your identity and/or protect the Company against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, and/or date of birth), to query account information associated with your linked bank account (e.g., name and/or account balance), and to take action reasonably deemed necessary by STOICFX based on the results of such inquiries and/or reports.

5. GENERAL TERMS AND ACKNOWLEDGMENTS

- 5.1 Client(s) understand that all rates may change at any time.
- 5.2 Client(s) are responsible for entering the correct recipient banking information and/or wallet addresses.

- 5.3 If Client(s) enter incorrect banking information and/or an incorrect wallet address, STOICFX will not be held responsible for any loss of funds arising out of said mistake. STOICFX will not refund this amount, and the Client(s) will not receive the funds and/or cryptocurrency in question. STOICFX cannot reverse and/or cancel incorrect transactions which are initiated due to the irreversible nature of the blockchain.
- 5.4 As per STOICFX's policy, Client(s) need to make a one-time verification (two-factor authentication) of account details, if this verification has not been made, no trading can be conducted on the STOICFX Site(s), and no utilization may be made of any related services.
- 5.5 With every buy order, Client(s) are required to fulfil the invoiced amount. This amount can be fulfilled with one (1) of our offered payment methods. The clearing of payment is the Client(s) responsibility.
- 5.6 We ensure that you will be notified of the successful transaction immediately once it has been. STOICFX has no influence on the speed of the transaction(s). Transaction(s) may take up to twenty-four (24) hours if a problem arises or if the blockchain experiences high network volumes. Client(s) have the right to contact our support department and request additional information regarding the transaction(s).
- 5.7 Transactions cannot be undone and/or reversed by Client(s) due to the nature of blockchain.
- 5.8 STOICFX may hold the Client(s) orders and/or funds at our sole discretion until further verification is performed, as is legally obligated or in accordance with our Policies.
- 5.9 Upon the rise of suspicion of transactions noticed to be incorrectly credited or debited with funds and/or evidence/suspicion of criminal activities, STOICFX reserves the right to suspend such transaction(s) and recover balances. In such cases, the decision taken by STOICFX would be final and binding to Client(s).

6 COSTS, PAYMENTS AND CHARGES

6.1 Charges

You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organization and interest on any amount due to us at the rates then charged by us (and which are available on request). A copy of our current charges is published on our website. Any alteration to charges will be notified to you before the time of the change.

6.2 Additional Costs

You acknowledge the possibility that other taxes or costs may exist that are not paid through or imposed by us.

6.3 Payments

All payments to us under this Agreement shall be made in such currency as we may from time to time specify to the bank account designated by us for such purposes. All such payments shall be made by you without any deduction or withholding.

6.4 Remuneration and Sharing of Charges

STOICFX (PTY) LTD may share charges with Associates, partners, intermediary service providers and agents (collectively referred to as “Partners”) relating to Transactions carried out in your Account. Partners are receiving remuneration on the basis of a percentage of the spread, a fixed fee and/or based on any other method agreed with them, which may affect the costs associated with your Account.

6.5 Rollovers, Interest

6.5.1 A daily financing charge may apply to each FX/CFD open position at the closing of STOICFX (PTY) LTD’s trading day as regard to that FX/CFD. If such a financing charge is applicable, it will either be requested to be paid by the Client directly to the Company or it will be paid by the Company to the Client, depending on the type of FX/CFD and the nature of the position Client holds. The method of calculation of the financing charge varies according to the type of FX/CFD to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR). The financing charge will be credited or debited (as appropriate) to or from Client’s account on the next trading day following the day to which it relates.

6.5.2 The Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of FX/CFDs to which the financing charge applies. For certain types of FX/CFDs, a commission is payable by Client to open and close FX/CFD positions. Such commission payable will be debited from the Client's account at the same time as the Company opens or closes the relevant FX/CFD. Changes in our swap interest rates and calculations shall be at the Company's sole and absolute discretion and without notice. Clients need to always check our website for the then current rates charged. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk-related matters that are at the Company's sole discretion.

6.5.3 Any open FX/CFD transaction held by Client at the end of the trading day as determined by the Company 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. Client acknowledges that when rolling over such transactions to the next Business Day, a premium may be either added or subtracted from Client's account with respect to such transaction. The platform calculates overnight rollover at nine o'clock (21:00 GMT) and the rollover charge/credit is debited or credited to and from the trading account.

6.6 CFD Expiration Rollover

6.6.1 Unless otherwise specified, the underlying instrument of a CFD has an expiration date. However, you should be aware that CFDs are not traded up until the exact expiration date of the underlying instrument. Instead, CFDs are rolled over to the next underlying future price on the last Friday before the official expiration day (except in cases of when it falls on a Friday when the markets are closed). This is known as the "*Expiration Rollover*". If there would be any substantial price difference between the two futures, an adjustment will be credited or debited from the balance of your Account (subject to the open position amount of the expiring CFD) ("*Adjustment*").

6.6.2 This Adjustment will show up in your Account under "*Rollover Charge*" and will not affect the real value of your equity. However, you should be aware that the switch between the two future prices of the underlying CFD could involve a substantial price difference. Any existing pending order(s) (stop, limit, entry stop and entry limit) placed on these instruments will be automatically removed on the CFD rollover date at nine o'clock (21:00 GMT). To calculate the rollover STOICFX (PTY) LTD takes the settlement prices of the two

contracts from the relevant official exchange. There are no other costs incurred by the Client.

6.6.3 Client involved in the Expiration Rollover.

6.6.4 STOICFX (PTY) LTD will endeavor to inform Clients about any projected expiration of instruments by Popup, email or through the Company's website. However, STOICFX (PTY) LTD cannot provide adjustment information about an Expiration Rollover before the adjustment occurs. Therefore, Clients with open positions who do not wish to have their positions rolled over into the new tradable contract should close their position(s) and/or cancel orders before the rollover date and open a new position afterwards.

6.6.5 The formula used by STOICFX (PTY) LTD for calculating the Adjustment:

i. Trading Platform:

[(Lots x Contract Size) x (New Contract – Old Contract Price)] + Overnight Rollover

ii. Markets Web Trade:

[Quantity x Swap percentage charge x Last platform Mid price]

iii. General Rules:

New Price < Old Price = Credit for Long Positions/Debit for Short Positions

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6.6.8 The formula used by STOICFX (PTY) LTD for calculating the Adjustment:

i. Trading Platform:

[(Lots x Contract Size) x (New Contract – Old Contract Price)] + Overnight Rollover

Markets Web Trade:

[Quantity x Swap percentage charge x Last platform Mid price]

ii. General Rules:

New Price < Old Price = Credit for Long Positions/Debit for Short Positions

EXAMPLES

EXAMPLE 1

MetaTrader Platform

New contract price: 9,975.00 USD

Old contract price: 9,982.00 USD

Formula:

[(Lots x Contract Size) x (New Contract – Old Contract Price)] + Overnight Rollover

Long position will be charged positive rollover adjustment.

Client X has a long open position on the underlying instrument of 1 lot.

The adjustment will be:

$[(1 \times 100) \times (9975 - 9982)] + \text{Overnight Rollover} = 700 \text{ USD} + \text{Overnight Rollover}$

Short position will be charged negative rollover adjustment

Client X has a short position on the underlying instrument of 1 lot.

The adjustment will be:

$[(1 \times 100) \times (9975 - 9982)] + \text{Overnight Rollover} = -700 \text{ USD} + \text{Overnight Rollover}$

Markets Web Trader

New contract price: 480.30 USD

Old contract price: 484.20 USD

Formula:

[Quantity x Swap percentage charge x Last Platform Mid Price]

Swap percentage charge = (old contract price – new contract price)/ old contract price

Last platform Mid price = (Last Bid Price + Last Ask Price)/2

Long position will be charged positive rollover adjustment

Client X has a long open position on the underlying instrument of 100 units.

The adjustment will be:

[Quantity x Swap percentage charge x Last platform Mid price]

Swap percentage charge = $(484.20-480.30)/484.20 = 0.80545\%$, rounded to the second decimal 0.81%

Last platform Mid price = $(475.13+477.63)/2 = 476.38$

$[100 \times 0.81\% \times 476.38] = 385.87 \text{ USD}$

Short position will be charged negative rollover adjustment

Client X has a short position on the underlying instrument of 100 units.

The adjustment will be:

$[Quantity \times Swap \text{ percentage charge} \times Last \text{ platform Mid price}]$

Swap percentage charge = $(484.20-480.30)/484.20 = 0.80545\%$, rounded to the second decimal 0.81%

Last platform Mid price = $(475.13+477.63)/2 = 476.38$

$[100 \times 0.81\% \times 476.38] = -385.87 \text{ USD}$

NEW PRICE > OLD PRICE = DEBIT FOR LONG POSITIONS/CREDIT FOR SHORT POSITIONS

EXAMPLE 2

MetaTrader Platform

New contract price: 9,982.00 USD

Old contract price: 9,975.00 USD

Formula:

$[(Lots \times Contract \text{ Size}) \times (New \text{ Contract} - Old \text{ Contract Price})] + \text{Overnight Rollover}$

Long position will be charged negative rollover adjustment

Client X has a long position on the underlying instrument of one (1) lot.

The adjustment will be:

$[(1 \times 100) \times (9982 - 9973)] + \text{Overnight Rollover} = -900 \text{ USD} + \text{Overnight Rollover}$

Short position will be charged positive rollover adjustment

Client X has a short position on the underlying instrument of one (1) lot.

The adjustment will be:

$[(1 \times 100) \times (9982-9973)] + \text{Overnight Rollover} = 900 \text{ USD} + \text{Overnight Rollover}$

Markets Web Trader

New contract price: 480.30USD

Old contract price: 478.20USD

Formula:

[Quantity x Swap percentage charge x Last Platform Mid Price]

Swap percentage charge = (old contract price – new contract price)/ old contract price

Last platform Mid price = (Last Bid Price + Last Ask Price)/2

Long position will be charged negative rollover adjustment

Client X has a long position on the underlying instrument of 100 units.

The adjustment will be:

[Quantity x Swap percentage charge x Last platform Mid price]

Swap percentage charge = (478.20-480.30)/478.20 = 0.43714%, rounded to the second decimal 0.44%

Last platform Mid price = (475.13+477.63)/2 = 476.38

[100 x 0.44% x 476.38] = -209.61 USD

Short position will be charged positive rollover adjustment

Client X has a short position on the underlying instrument of 100 units.

The adjustment will be:

Swap percentage charge = (478.20-480.30)/478.20 = 0.43714%, rounded to the second decimal 0.44%

Last platform Mid price = (475.13+477.63)/2 = 476.38

[100 x 0.44% x 476.38] = 209.61 USD

6.6.9 Exceptions to the normal procedure:

- i. When the difference in the price of the expiring contract and the new contract is abnormally large, and in STOICFX (PTY) LTD's sole and absolute discretion, STOICFX retains the right to reflect the difference to the price through manual adjustments instead of through swaps.

- ii. In the case of the liquidity of the CFD old contract being too small, and in STOICFX's sole and absolute discretion, we have the right to affect the rollover on an earlier date than the prescribed one.
- iii. All Adjustments are calculated in the currency the underlying instrument is denominated in and in case the Account is in a different currency, the system will automatically convert this to the currency of the Account using the market rate at that time.

6.7 Overnight Rollover

The premium amount shall be determined by STOICFX (PTY) LTD from time to time, at our sole and absolute discretion. Clients hereby authorize STOICFX (PTY) LTD to add or subtract the premium to or from the Client's account for any open transaction that has accrued a premium, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.

6.8 Right to Cancel

You have a right to cancel this Agreement within a period of fourteen (14) days commencing on the date on which this Agreement is concluded (the "*Cancellation Period*"). Should you wish to cancel this Agreement within the Cancellation Period, you should send notice electronically to the following email address: admin@stoicfx.com

Cancelling this Agreement within the Cancellation Period will not cancel any Transaction entered into by you during the Cancellation Period. If you fail to cancel this Agreement within the Cancellation Period, you will be bound by its terms.

7 **CLIENT ACCOUNTS AND INITIAL DEPOSITS**

7.1 Account Set Up and Maintenance

- 7.1.1 Before you can proceed with the set up and registration of your Account, you must read and accept this Agreement, and all other policies published on our website. You must also deposit sufficient clear funds in your Account and your Client registration form, and all accompanying documents must be approved by STOICFX (PTY) LTD in its sole and absolute discretion.

7.1.2 Kindly note that upon Account registration and/or following ongoing monitoring, you will be requested to provide us with certain information and/or supporting documentation about you that we require in compliance with Applicable Regulations. We may from time to time carry out various evaluations and checks (including but not limited to verification of your identity and proof of residence as well as your good repute) as we may deem appropriate. We may also obtain information or verification of the information you provide us from independent organisations that are licensed to provide such data and / or services or from other reputable sources and databases that we may select at our discretion (collectively the “*third parties*”). You expressly consent to and agree to our use of such third parties. You hereby authorize us to use the information you provide to us, as well as any other information we receive from third parties for the purposes of our aforementioned evaluation and checks. You agree and accept that STOICFX (PTY) LTD share such information on a need-to-know basis with its Associates (including its holding company), the FSB or any other authority that may have a legal right to request receipt of such information. STOICFX (PTY) LTD shall use your data in accordance with its Protection of Personal Information Policy. Please be advised that we reserve the right to periodically request additional and up-to-date documentation and/or information from you, in order to ensure that our records are up to date. Nevertheless, you remain responsible at all times to advise STOICFX (PTY) LTD, in a timely manner, of all changes to your personal status and all other information provided to us.

7.2 Currency of Accounts

Account(s) balances will be calculated and reported to you in the currency in which Account(s) are maintained.

7.3 Joint Accounts

STOICFX (PTY) LTD does not support the use of jointly held and managed accounts. Clients are obligated to act in their own capacity, or in the appropriate capacity for and on behalf of corporate entities.

7.4 Islamic Accounts

7.4.1 In the event of a Client who due to its observance of Islamic religious beliefs cannot receive or pay interest, such Client may elect to designate, in the manner provided by the Company as this may be altered from time to time, their trading account to be a swap-free account not charged with or entitled to, premiums and/or rollovers and/or interest (“Islamic Account”). The Client hereby confirms and/or accepts and/or declares that a request to render their account as an Islamic Account shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever. The Company reserves the right to refuse to accept the request of a Client to designate their account as an Islamic Account, at its sole and absolute discretion which shall be conclusive and undisputable by the Client.

7.4.2 In the event that the Company suspects that a Client is abusing the rights conferred to them by the classification of the account as Islamic Account, the Company has the right, without prior notice, to proceed with one or more of the following:

- i. The Company may add commission upon each and every one of the Transactions executed on the Islamic Account; and/or
- ii. The Company may cancel the special rights and/or conditions conferred to the Account due to its classification as an Islamic Account, recall the designation of the Account as an Islamic Account and render it a normal trading Account; and/or
- iii. The Company may restrict and/or prohibit the Client from hedging their positions; and/or
- iv. The Company may, at its sole discretion, close any open positions and reinstate them at the then real market price. The Client hereby acknowledges that they shall bear all costs derived from the aforementioned action, including but not limited to, the cost of the change of the spread.

7.5 Conversion Fees

7.5.1 Each Conversion Service Transaction is subject to a fee (hereinafter referred to as the “**Conversion Fee**”).

7.5.2 The applicable Conversion Fee is displayed to Client(s) on the STOICFX Site prior to completing a Conversion Service Transaction.

- 7.5.3 STOICFX will not process a Conversion Service Transaction if the Conversion Fee and/or any other associated fees would exceed the value of the Client(s)' transaction.
- 7.5.4 Payments using other methods are subject to different transaction fees disclosed to Client(s) before authorization of the transaction.
- 7.5.5 The availability of each payment method depends on a number of factors, including – but not limited to – the Client(s)' location, identification information provided, and/or limitations imposed by third party payment processors.

8 TRADING POLICIES AND PROCEDURES

8.1 Types of Orders Accepted

8.1.1 Some of the types of orders STOICFX (PTY) LTD accepts include, but are not limited to:

- i. **Good till Cancelled (“GTC”)** – This is an order (other than a market order), that by its terms is effective until filled or cancelled by the Client. GTC Orders do not automatically cancel at the end of the business day on which they are placed.
- ii. **Limit** – This is an order (other than a market order) to buy or sell the identified market at a specified price. A limit order to buy generally will be executed when the ask price equals or falls below the bid price that you specify in the limit order. A limit order to sell generally will be executed when the bid price equals or exceeds the ask price that you specify in the limit order.
- iii. **Market** – This is an order to buy or sell the identified market at the current market price that STOICFX (PTY) LTD provides. An order to buy is executed at the current market ask price and an order to sell is executed at the current market bid price.

The Client acknowledges and accepts that as the order is executed at market price, the execution price may be different from the price indicated when entering the order due to a change in market price at the time of execution.

- iv. **Stop Loss** – A stop loss order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the prevailing price when applying the stop loss order to an already open position). It can be used to help protect against losses. The Client acknowledges and accepts that because of market gapping, the best available price that may be achieved could be

materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set.

- v. **Trailing Stop** – A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Client has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Client. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. The Client acknowledges and accepts that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set.

8.1.2 Following submission of an order, it is your sole responsibility to remain available for order and fill confirmations, and other communications regarding your Account until all open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account.

8.1.3 Your order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

8.2 Terms of Acceptance for Orders

It is your sole responsibility to clearly indicate the terms of an order when entered, whether it is a market order, limit order, stop loss order, or any other type of order; including the relevant price and lot size.

You acknowledge and agree that, despite our best efforts, the price at which execution occurs may be materially different to the price specified in your order. This may result from sudden price movements in the underlying assets that are beyond our control. STOICFX (PTY) LTD shall have no liability whatsoever for any losses arising in this manner.

STOICFX (PTY) LTD shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains margin that is insufficient to support the entire order or where such order is illegal or otherwise improper.

8.3 Execution Policy

8.3.1 We are required to have an Execution Policy and to provide our Clients with appropriate information in relation to our Execution Policy. Where you place orders with us, the execution factors that we consider, and their relative importance, is as set out below:

- i. **Price** – The relative importance we attach is “high”.
- ii. **Speed** – The relative importance we attach is “high”.
- iii. **Likelihood of execution and settlement** – The relative importance we attach is “high”.
- iv. **Size** – The relative importance we attach is “high”.

8.3.2 We are the principal for every order you place with us and therefore we are the only execution venue.

8.4 Authority

We shall be entitled to act for you upon instructions given or purporting to be given by you or any person authorized on your behalf without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions provided such instruction is accompanied by your correct Account number and password.

We shall have no responsibility for further inquiry into such apparent authority and no liability whatsoever for the consequences of any actions taken or failed to be taken by us in reliance on any such instructions or on the apparent authority of any such persons.

8.5 Cancellation/Withdrawal of Instructions

Non-market orders may be cancelled via the STOICFX (PTY) LTD platform, but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you with our consent. STOICFX (PTY) LTD shall have no liability

whatsoever for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

8.6 Right Not to Accept Orders

We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason, but we shall promptly notify you accordingly.

8.7 Control of Orders Prior to Execution

We have the right (but not the obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our sole and absolute discretion and may include (without limitation):

- i. controls over maximum order amounts and maximum order sizes;
- ii. controls over our total exposure to you;
- iii. controls over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);
- iv. controls over the Electronic Services (including (without limitation) any verification procedures to ensure that any particular order or orders has come from you); and/or
- v. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.

8.8 Trade Adjustments

8.8.1 Clients must be aware that FX Contracts carry a high degree of risk. The amount of the initial margin may be small relative to the value of the foreign currency so that transactions are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds that the Client has deposited or will have to deposit. This may work against as well as for the Client.

8.8.2 The Client agrees that STOICFX (PTY) LTD may in its sole and absolute discretion widen its variable spreads, adjust leverage, change its rollover rates and/or increase the margin

requirements without notice under certain market conditions including, but not limited to, when the STOICFX (PTY) LTD Trading Desk is closed, around fundamental announcements, as a result of changes in credit markets, at times of extreme market volatility and/or when STOICFX (PTY) LTD deems that such exposure is risky and that it is not possible for STOICFX (PTY) LTD to mitigate its risks. The Client agrees that STOICFX (PTY) LTD shall have no liability whatsoever for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of any such action on the part of STOICFX (PTY) LTD.

8.9 Execution of Orders

8.9.1 We shall make all reasonable endeavors to execute any order you place, taking into consideration the relevant market conditions and our internal risk management policies. By accepting your orders, we do not warrant that it will be possible to execute them, or that execution will be possible according to your instructions. Execution of an order may take up to eight (8) seconds. Please note that the execution price may be different than the price indicated when entering the order should a change in the market price occur during the execution of the order.

8.9.2 STOICFX (PTY) LTD uses two (2) types of execution, namely instant and market, depending on the platform chosen by the Client. For more information, please contact our dedicated support team.

8.10 Negative Balance Protection

CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital. However, it should be noted that STOICFX (PTY) LTD operates on a '**negative balance protection**' basis which means that the client cannot lose more than their overall invested capital (deposit).

8.11 Confirmations

8.11.1 At the end of each trading day, confirmations for all Transactions that we have executed on your behalf on that trading day will be available via your online Account on our website this is updated online as each Transaction is executed.

8.11.2 Confirmation of execution and statements of your Account(s), in the absence of manifest error, shall be deemed correct, conclusive and binding upon you if not objected to immediately via email.

8.11.3 In cases where the prevailing market represents prices different from the prices posted by STOICFX (PTY) LTD, we will endeavor in good faith to execute market orders on or close to the prevailing market prices. This may or may not adversely affect Client's realized and unrealized gains and losses. STOICFX (PTY) LTD shall have no liability whatsoever for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly as a result of prices posted by STOICFX (PTY) LTD differing from the prices represented by the prevailing market.

8.12 Improper or Abusive Trading

8.12.1 STOICFX (PTY) LTD's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.

8.12.2 Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as '*sniping*'), STOICFX (PTY) LTD shall consider this unacceptable behavior.

8.12.3 Should STOICFX (PTY) LTD determine, in its sole and absolute discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage of or benefit from such misquotation(s) or that you are committing any other improper or abusive trading act such as:

- i. fraud/illegal actions that led to the Transaction;
- ii. orders placed based on manipulated prices as a result of system errors or system malfunctions;
- iii. arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
- iv. coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates; and

- v. entering into transactions or combinations of transactions (voluntarily and/or involuntarily) such as holding long and short positions in the same or similar instruments at similar times either by you or by you acting in concert with others, possibly connected accounts, including (but not limited to) between accounts held with different entities within STOICFX (PTY) LTD, which taken together or separately are for the purpose of manipulating the trading platform for gain,

In the event of the aforementioned, STOICFX (PTY) LTD will then have the right (without prejudice to any other rights STOICFX (PTY) LTD may have in law and in terms of this Agreement) to:

- i. adjust the price spreads available to you; and/or
- ii. restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- iii. obtain from your Account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
- iv. reject any order or cancel any trade; and/or
- v. immediately terminate our trading relationship,

8.13 Prohibited Trading

8.13.1 No employee and/or former employee who currently works or used to work on a full time or part time basis for STOICFX (PTY) LTD or any of its Associates may, during the term of the employee's and/or former employee's service to STOICFX (PTY) LTD or any of its Associates and after termination of service become a client of any brand of STOICFX (PTY) LTD (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without STOICFX (PTY) LTD's prior written approval. Should STOICFX (PTY) LTD determine that the employee and/or former employee is trading with any brand of STOICFX (PTY) LTD without STOICFX (PTY) LTD's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the employee and/or former employee's Account(s) and all open positions shall be closed immediately and any funds held within the Account shall be forfeited to STOICFX (PTY) LTD.

8.13.2 No Associate of STOICFX (PTY) LTD shall, during the period of the agreement between the Associate and STOICFX (PTY) LTD and after termination of such agreement, become a client of any brand of STOICFX (PTY) LTD (either directly or indirectly, alone or with partners,

associates, affiliates or any other third party) without STOICFX (PTY) LTD's prior written approval. Should STOICFX (PTY) LTD determine that the associate/former business associate is trading with any brand of STOICFX (PTY) LTD without STOICFX (PTY) LTD's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the relevant Associate's Account(s) and all open positions shall be closed immediately and any funds held within the account shall be forfeited to STOICFX (PTY) LTD.

8.13.3 STOICFX (PTY) LTD may, at its election, recover damages *in lieu* of the penalties stipulated in this Clause.

8.14 Disabling and Cancelling Deposits

8.14.1 We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:

- i. if you fail to provide STOICFX (PTY) LTD with any documentation requested from you either for client identification purposes or for any other reason;
- ii. if STOICFX (PTY) LTD suspects issues or has concerns that the submitted documents;
- iii. if STOICFX (PTY) LTD suspects you are involved in illegal or fraudulent activity;
- iv. if STOICFX (PTY) LTD is informed that your credit or debit card (or any other payment method used) has been lost or stolen;
- v. where STOICFX (PTY) LTD considers that there is a chargeback risk; and/or
- vi. when you deposit twenty-five thousand ZAR (R25,000.00) or more, or you if make over ten (10) separate deposits to your Account(s) and/or STOICFX (PTY) LTD is unable to verify your credit or debit card details or is unable to verify any other payment method used.

8.14.2 In case of cancelled deposits, and if there is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the bank account from which they were initially received.

8.15 Position Limits

We may limit the number of open positions which you may have with us at any time, and we may in our sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

8.16 Trailing Stop functionality in case that MT4 terminal is closed

The Client acknowledges and agrees that in the event that the MetaTrader client terminal is closed, the trailing stop will not work. This happens as the trailing stop works on the client terminal side and in this respect, if the client terminal is closed, only the stop loss that was placed by trailing stop before the closing of the terminal can trigger.

8.17 Withdrawals

8.17.1 Without prejudice and subject to the terms of this Agreement, all Applicable Regulations and all conditions attaching to any relevant payments made to you under a bonus or rebate scheme operated by us, funds may be withdrawn by you from your Account provided that such funds are not being utilized for margin purposes or have otherwise become owing to us. Once your withdrawal request is approved, your withdrawal request will be processed by us and sent for execution to the same bank, credit card provider or other source from which the funds were debited or as we, in our sole and absolute discretion determine, as soon as possible. Withdrawals will only be made at a source in your name. Note that some banks and credit card companies may take time to process payments especially in currencies where a correspondent bank is involved in the transaction.

8.17.2 Please note that a Client's failure to complete the Company's due diligence procedure to the Company's satisfaction may affect the client's ability to withdraw his funds.

8.17.3 If you request a withdrawal of monies from your Account and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal. In order to process your withdrawal request please ensure that the funds, namely the realized balance, remaining in your account following your withdrawal is at least twice of your used margin. If you have not met the necessary bonus trading requirements at the time you make a withdrawal request the bonus will be debited from your trading account.

9. ANTI-MONEY LAUNDERING

- 9.1 STOICFX is committed to providing Client(s) with safe, compliant, and reputable Services. Accordingly, STOICFX insists on a comprehensive and thorough Client Due Diligence process and implementation, as well as the undertaking of ongoing analysis and reporting. This includes monitoring of and/or for suspicious transactions and mandatory reporting to appropriate regulators.
- 9.2 STOICFX needs to retain certain information and documentation on file pursuant to applicable law and its contractual relationships, and STOICFX hereby expressly reserves the right to keep such information and documentation for the retention time as stipulated by applicable laws. This will continue to apply even in situations where Client(s) terminate their relationship with STOICFX and/or abandon the application to have an account opened with STOICFX.
- 9.3 STOICFX reserves the right to refuse registration to and/or to bar transactions from and/or to or terminate any relationship with any Client for any reason (or for no reason) at any time. *In lieu* of refusing registration, STOICFX may perform appropriate Enhanced Client Due Diligence procedures as prescribed for within its Internal Policies and Procedures in the combat against Money Laundering and Terrorism Financing.

10. WEBSITE ACCURACY

- 10.1 Although STOICFX intends to provide accurate and timely information on the STOICFX Site, the STOICFX Site (including, without limitation, the Content) may not always be entirely accurate, complete, or current and may also include technical inaccuracies and/or typographical errors.
- 10.2 In an effort to continue to provide Client(s) with as complete and accurate information as possible, information may be changed and/or updated from time-to-time without notice, including without limitation, information regarding STOICFX Policies, products, and services. Accordingly, Client(s) should verify all information before relying on it, and all decisions based on information contained on the STOICFX Site are the Client(s)' sole responsibility and STOICFX shall have no liability for such decisions.
- 10.3 Links to third-party materials (including without limitation, websites) may be provided as a convenience but are not controlled by STOICFX. Client(s) acknowledge and agree that STOICFX will not be held responsible for any aspect(s) of the information, content, or

services contained in any third-party materials and/or on any third-party sites accessible or linked to the STOICFX Site.

11. SUSPENSION, TERMINATION, AND CANCELLATION

11.1 STOICFX may: (a) suspend, restrict, and/or terminate Client(s)' access to any and/or all of the STOICFX Services, and/or (b) deactivate or cancel Client(s)' STOICFX Account if:

- i. STOICFX is required by a court order, and/or binding order of a government authority; or
- ii. STOICFX reasonably suspect the Client(s) of utilising STOICFX Account(s) in connection with a prohibited use and/or business; or
- iii. Use of the Client(s)' STOICFX Account is subject to any pending litigation, investigation, and/or government proceeding and/or we perceive a heightened risk of legal and/or regulatory non-compliance associated with said Account activity; or
- iv. STOICFX service partners are unable to support the Client(s)' use;
- v. Client(s) take any action that STOICFX deems as circumventing STOICFX's controls, including, but not limited to, opening multiple STOICFX Accounts and/or abusing promotions which STOICFX may offer from time-to-time; or
- vi. Client(s) breach any of the points mentioned within these Terms, and/or the Privacy and POPI Policy.

11.2 If STOICFX suspends or closes Client(s) account(s) or terminates Client(s) use of STOICFX Services for any reason, we will provide said Client(s) with notice of our actions unless a court order and/or other legal process prohibits STOICFX from providing the Client(s) with such notice.

11.3 Client(s) acknowledge that STOICFX's decision to take certain actions, including limiting access to, suspending, and/or closing Client(s)' account(s), may be based on confidential criteria that are essential to STOICFX's risk management and security protocols.

11.4 Client(s) agree that STOICFX is under no obligation to disclose the details of its internal risk management and security procedures to Client(s).

11.5 Client(s) may cancel their STOICFX Account(s) at any time by withdrawing all balances.

11.6 Client(s) will not be charged for cancelling STOICFX Account(s), although any outstanding amounts owed to STOICFX will be required to be paid in full.

11.7 Client(s) authorize STOICFX to cancel and/or suspend any pending transactions at the time of cancellation.

12. RELATIONSHIP OF THE PARTIES

12.1 STOICFX is an independent contractor for all purposes.

12.2 Nothing in this Agreement shall be deemed and/or is intended to be deemed, nor shall it cause, Client(s) and STOICFX to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or STOICFX to be treated as the agent of the other.

13. NO ADVICE

STOICFX does not provide any investment advice and/or advice on trading techniques, models, algorithms, or any other schemes.

13.1 Execution Only

We deal on an execution only basis and do not advise on the merits of particular Transactions, or their taxation consequences.

13.2 Own Judgement and Suitability

Without prejudice to our foregoing obligations, in asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction and that you have read and accepted the Risk Disclosure Statement and guidelines in relation to the financial instruments and the markets which are available on our website. We give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.

13.3 Incidental Information and Investment Research

Where we do provide generic trading recommendations, market commentary or other information:

- i. this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to advice;

- ii. where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
- iii. we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
- iv. you accept that prior to dispatch, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other clients. Any published research reports or recommendations may appear in one or more screen information services.

14. NO REPRESENTATIONS & WARRANTIES BY STOICFX

- 14.1 STOICFX makes no representations, warranties, and/or guarantees to Client(s) of any kind.
- 14.2 The STOICFX Site(s) and services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability and/or fitness for any particular purpose.

15. INDEMNITY

- 15.1 The STOICFX Parties shall not be held liable for any act, omission, error of judgment and/or loss suffered by Client(s) in connection with this Agreement.
- 15.2 Client(s) acknowledge and agree to indemnify and hold the STOICFX Parties free from and/or against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorneys' fees, rights, claims, disbursements and/or actions of any kind and injury (including death) arising out of and/or relating to Client(s) use of STOICFX and/or our performance or non-performance of duties.

16. LIMITATION OF LIABILITY

In no event shall STOICFX, its Affiliates and/or Service Providers, or any of their respective officers, directors, agents, joint venturers, employees and/or representatives be liable (a) for any amount the value of the supported digital currency on deposit in Client(s)' STOICFX Account(s), OR (b) for any lost profits or any special, incidental, indirect, intangible, and/or consequential damages, whether based in contract, tort, negligence, strict liability, and/or otherwise, arising out of or in connection with authorised and/or unauthorised use of the STOICFX Site or the STOICFX Services, or this Agreement. Even if an authorised representative of STOICFX has been advised of and/or knew and/or reasonable should have known of the possibility of such damages.

17. FORCE MAJEURE

STOICFX shall not be held liable for any and all delays, failure in performance, or interruption of service(s) which result directly and/or indirectly from any cause or condition beyond Our reasonable control, including – but not limited to – any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control, and shall not affect the validity and enforceability of any remaining provisions.

18. REFUNDS

18.1 Client(s) must always provide accurate and correct information related to themselves and/or the initiated transaction(s).

18.2 STOICFX shall not accept any liability for the results of Client(s)' own errors.

19. DISPUTE RESOLUTION

19.1 **The law of the Republic of South Africa shall apply to these Terms.**

19.2 All disputes arising from these Terms will be settled by the negotiations and/or mediation of the involved parties.

19.3 If the dispute(s) resulting from these Terms could not be settled by the negotiations and/or mediation of the involved parties within a reasonable timeframe, the dispute will be solved in the **KwaZulu-Natal, South Africa**.

20. CONTACT STOICFX

- 20.1 If you have any feedback, questions, and/or complaints, please feel free to contact us via email at admin@stoicfx.com
- 20.2 When you contact STOICFX, kindly provide us with your full name, address, account details, and any other information we may need to identify you, your STOICFX Account, and/or the transaction regarding which you have feedback, questions, and/or complaints.
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