



## **CLIENT AGREEMENT**

Entered into between –

### **ROCKETX (PTY) LTD**

as principal and counterparty to  
Contracts-for-Differences as traded herein

(hereinafter referred to as "**RocketX**")

and

### **THE CLIENT**

(hereinafter referred to as "**the Client**")

**RocketX (Pty) Ltd**

WeWork South Africa, 155 West Street WeWork, Sandown, Sandton, 2031

REG: 2020/824856/07

## 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless otherwise agreed upon or where the context clearly indicates otherwise, the following words will have the following meanings, namely:

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- 1.1.1. **“Abnormal Market Conditions”** means any abnormal, emergency, or unusual condition on a foreign exchange, security, commodity, derivative, or futures exchange that, in RocketX’s reasonable opinion, affects or may affect the price, rate or availability of currencies, commodities and indices derivatives, or the ability of RocketX to provide currency, commodity, and indices derivative prices or rates;
- 1.1.2. **“Agreement”** means this agreement, together with all annexures thereto, if any, the Application, and all Risk Disclosures located on RocketX’s website;
- 1.1.3. **“Applicable Laws”** means all laws, regulations, by-laws, rules and directives issued by a competent authority and binding on a Party, whether in respect of the conduct of business of the Party, the Agreement or any Trade;
- 1.1.4. **“Application Form”** means the application form completed and submitted by the Client through the Website to enter into the Agreement and receive services as set out herein;
- 1.1.5. **“Bank Mandate”** means the bank mandate signed by the Client upon submitting the Application;
- 1.1.6. **“Client”** or **“you”** shall mean any person who is a client of RocketX and has an account with us;
- 1.1.7. **“Confidential Information”** means any information of a Party not in the public domain or previously known to a Party, including but not limited to the activities, clients, concepts and ideas, transactions, systems, products, financial statements, business affairs, business management, statistics, personal data of a Party and information contained in its database system, software, software source codes, trade secrets and know how, and any other information whatsoever of a confidential nature of a Party;

- 1.1.8. **"FICA"** means the Financial Intelligence Centre Act, No. 38 of 2001, as amended;
- 1.1.9. **"FMA"** means the Financial Markets Act, No. 19 of 2012, as amended;
- 1.1.10. **"Intellectual Property"** means all products, goods, software, software documentation, literature, materials, tools, data, information, databases, modules, components, compilations of data, methodologies, policies, procedures, techniques, models, configurations, protocols, routines, interfaces (including API interfaces), reports, plans, files, diagrams, manuals, templates, schematics, correspondence, designs, algorithms, specifications, records, equipment, hardware, servers, computers, platforms, computer code, derivative works, and works of authorship, and irrespective of the form and format of the foregoing and whether tangible or intangible, relating to the Trading Platform and the provision of Services.
- 1.1.11. **"Margin"** in the Trading Account, refers to the amount in excess of the value of a Trade that will be held as a free margin, which Margin will be calculated as a percentage of the Trade value as determined by RocketX;
- 1.1.12. **"Over-the-Counter Derivatives"** or **"OTC Derivatives"** has the meaning as ascribed in the FMA;
- 1.1.13. **"Over-the-Counter Derivatives Provider"** or **"ODP"**, means an entity authorised to operate as an ODP by the Financial Sector Conduct Authority (**"FSCA"**);
- 1.1.14. **"Party"** or **"Parties"** means RocketX or the Client, or both as read in the appropriate context;
- 1.1.15. **"RocketX"**, **"we"**, **"us"** or **"our"** means RocketX (Pty) Ltd with registration number 2020/824856/07, an authorised ODP, with ODP license and financial services provider (**"FSP"**) with FSP license number 52142;
- 1.1.16. **"Services"** means the services provided by us under this Agreement, detailed in Clause 4 hereunder;

- 1.1.17. **"TPFA Account"** means the segregated third-party funds administrators account opened and administrated by RocketX on behalf of the Client in terms of the Bank Mandate.
- 1.1.18. **"Trade"** means any transaction involving, or referable to the value of, or granting rights or accepting obligations in respect of, or by reference to, financial instruments, and one or more currencies, indices, commodities which for the avoidance of doubt includes currency option transactions.
- 1.1.19. **"Trade value"** means the product of the quoted price of the trading instrument, in respect of a Trade on a specified date, the relevant contract type, and the number of contracts;
- 1.1.20. **"Trading Account"** means a running trading account maintained on the MT4 and MT5 Trading Platform for the purpose of recording and executing Trades;
- 1.1.21. **"Trading Platform"** means the MT4 and MT5 Trading Platform made available by RocketX for the Client to conclude Trades;
- 1.1.22. **"Website"** means the domain operated by RocketX located at the address **"www.rocketx.io"**.

- 1.2. The heading to paragraphs of this Agreement is inserted for reference purposes only and shall not in any way be used or relied upon in the interpretation thereof.
- 1.3. Words importing: -
- 1.3.1. the singular includes the plural and *vice versa*;
- 1.3.2. natural persons include legal persons and *vice versa*; and,
- 1.3.3. any one gender includes other genders.

## **2. SCOPE OF AGREEMENT**

- 2.1. By entering into the Agreement and each Trade, the Client warrants that he does so as a principal, and not an agent.

- 2.2. The Agreement shall be deemed to give RocketX a non-discretionary mandate with respect to the provision of ODP services on behalf of the Client, pursuant to his instructions.
- 2.3. In accordance with Services provided in the scope of this Agreement, RocketX undertakes that it will not provide any advice, recommendation, opinion or guidance in relation to entering the Agreement, or any Trade; nor will RocketX grant any approval and/or recommendation in respect of the investment decisions of the Client.
- 2.4. RocketX will conduct an appropriateness assessment and provide written feedback, whether electronically or otherwise, for each Client in accordance with this Agreement as further set out below.
- 2.5. General information may be provided by RocketX to the Clients, excluding advice with regards to trading of OTC Derivatives, and does not create a fiduciary relationship between the parties.

### **3. DURATION**

- 3.1. The Agreement between the parties shall commence on the date on which RocketX notifies the Client that the Trading Account has been opened.
- 3.2. Unless otherwise stipulated in this Agreement or otherwise in accordance with Applicable Laws, the Agreement shall endure indefinitely.

### **4. SERVICES**

- 4.1. RocketX is responsible for rendering the following intermediary services to the Client, namely: -
  - 4.1.1. Ensuring that the Trading Platform is made available for purposes of executing Trades, subject to the Trading Platform clause, as set out hereunder;
  - 4.1.2. Operating the TPFA Account on behalf of the Client, In accordance with the Bank Mandate; and,
  - 4.1.3. The Client will receive daily trading statements by way of electronic mail.

4.2. Should the Client fail to comply with any of the obligations set out in this Agreement, RocketX shall not be obliged to perform any of its Services.

## **5. APPLICATION FORM**

5.1. Pursuant to submitting the online Application Form, the Client makes the following warranties, namely: -

5.1.1. That the information submitted is true and correct; and,

5.1.2. That he has read and understood the terms and the Risk Disclosure Statement forming part of the Agreement.

5.2. In addition, the Client acknowledges and agrees to the following, namely: -

5.2.1. That he is bound to the terms and conditions of this Agreement;

5.2.2. That the Client consents to the sharing of any necessary Client Data, or relevant information, by RocketX to a third-party for verification purposes only, as provided for in terms of FICA;

5.2.3. if RocketX, as an accountable institution, is unable to adhere to its obligations in terms of FICA, including -

5.2.3.1. Establishing or verifying the identity of a Client, or obtaining relevant information, or information contemplated in section 21A of the FICA; or

5.2.3.2. Conduct ongoing due diligence as contemplated in section 21C of FICA,

then RocketX -

5.2.3.3. May not establish or conclude a business relationship, or a single transaction with the Client, in the course of a business relationship,

5.2.3.4. Or perform any action to give effect to a single transaction; and,

5.2.3.5. Must terminate the relationship in accordance with its Risk Management and Compliance Programme, or any existing business relationship with the Client, and consider submitting a report in terms of section 29 of the FICA.

- 5.3. RocketX has the discretion to request Client information from the Financial Service Provided and will be given access to Client information within 3 business days from its request.
- 5.4. Should RocketX be unable to conduct the customer ongoing due diligence as required in FICA, the Client Trading Accounts will be disabled, and a record thereof must be kept for no less than 5 (five) years.
- 5.5. Nevertheless, RocketX retains a right to refuse to open a Client Account at its own discretion, if deemed necessary.

## **6. APPROPRIATENESS ASSESSMENT**

- 6.1. RocketX will conduct an Appropriateness Assessment for the purpose of offering the Client OTC Derivatives.
- 6.2. The Appropriateness Assessment includes the request for information pertaining to the Client's experience, objectives, knowledge, and financial position. Accordingly, RocketX will rely on the accuracy of the information and documents provided and will not be held liable for any damages or loss arising out of the aforesaid reliance.
- 6.3. The Client undertakes as follows, namely: -
  - 6.3.1. To notify RocketX of any changes to the required information as soon as reasonably possible;
  - 6.3.2. To ensure that RocketX is kept updated with the accuracy of the relevant information
- 6.4. Further to the undertakings in Clause 6.3, the Client expressly acknowledges that it is aware of the risks associated with the transactions pursuant to this Agreement.

## **7. TRADES**

- 7.1. Trades are executed by the Client on the Trading Platform. Once a Trade is entered into, the Client warrants that he has read and understood the terms of this Agreement.
- 7.2. Upon the Client's *specific instruction* and in exceptional circumstances, RocketX may execute a Trade on behalf of the Client. However, RocketX has the sole discretion of accepting the aforesaid instruction.
- 7.3. RocketX shall verify the aforesaid *specific instruction* telephonically and in writing prior to the acceptance of executing the Trade on behalf of the Client. Once the Trade has been executed by RocketX, the Client will receive written confirmation within 24 hours.
- 7.4. Notwithstanding the Client's specific instructions, RocketX shall have no obligation to notify the Client of any dates, times, and/or events relevant to the Trade.

## **8. TRADING PLATFORM**

- 8.1. Except where expressly stated otherwise, the Client shall only be permitted to Trade using the Trading Platform.
- 8.2. Once a Trading Account is opened, the Client shall be issued with security credentials, which shall be used for logging into the Trading Platform, and wherefore the Client will be responsible for its confidentiality thereof.
- 8.3. The Client acknowledges that RocketX is entitled to assumed that any communication received using the security credentials has been received from the Client and is not required to verify the authority of any person accessing the Trading Platform using the issued security credentials.
- 8.4. RocketX is entitled to terminate, revoke, suspend or vary, in whole or in part, the security credentials without prior notice given to the Client, should RocketX determine that a security breach has occurred on the Trading Platform.
- 8.5. The Client will bear the sole responsibility to ensure that appropriate measures are taken to maintain the confidentiality and security of his security credentials when operating and accessing the Trading Platform.



- 8.6. The aforesaid responsibility shall extend to the following, including, but not limited to, the integrity and security of any electronic device, or internet connection, utilized by the Client when accessing and operating the Trading Platform. The Client acknowledges that he is solely liable for any failure and/or breach of the security, integrity, or reliability of such electronic device or internet connection.
- 8.7. The Client acknowledges that it is his responsibility to comply with all reasonable operational and security procedures and shall immediately notify Rocket of any breach of security.
- 8.8. All communication, including but not limited to, electronic communications and telephone conversations, between RocketX and the Client shall be recorded and kept by RocketX, and could be used as evidence, should any proceedings be instituted on the grounds of this Agreement. RocketX is under no obligation to retain the record of instructions received from the Client.
- 8.9. The Client undertakes and acknowledges that RocketX is not responsible, nor obligated, to: -
  - 8.9.1. Provide any support, updates, alterations and/or perform any maintenance on the Trading Platforms;
  - 8.9.2. To verify or update any information displayed on the Trading Platform; and,
  - 8.9.3. Notify the Client of any irregularities faced in relation to the operation of, or access to, the Trading Platform, nor is RocketX responsible or obligated to take any steps to remedy such irregularities.

## **9. TRADING HOURS**

- 9.1. RocketX operates between 08:00 and 17:00 on every Business Day, and its client support line shall operate between 07:00 and 22:00 on every Business Day, excluding international public holidays.
- 9.2. RocketX reserves the right to change its operational hours, and such changes shall be advertised on the Trading Platform.
- 9.3. RocketX records that market trading hours are between 00:00 on a Monday, to 22:00 on a Friday, and is subject to close for rollover and daylight savings time. Once the

relevant markets are open to accept Trades, the Client shall be entitled to place Trades at any time.

## **10. FEES**

- 10.1. The Client acknowledges and agrees that his transactions shall be subjected to the following charges, namely: -
  - 10.1.1. Spread(s), being the spread between the buying price and selling price in respect of the Trade;
  - 10.1.2. Swap(s), being a rate of interest calculated on short and long positions in the event of a Trade being rolled over;
  - 10.1.3. If the Client was introduced to RocketX by a third party, a portion of the spread paid by the Client may be shared as commission, fees and/or charges with the third parties, or RocketX may be entitled to receive remuneration from third parties with regards to Trades;
  - 10.1.4. RocketX derives revenue from it fulfilling its obligations as a counterparty, irrespective of whether the Client's transactions results in a profit or loss, and the aforesaid revenue may vary depending on the frequency of the transaction, volume, or other parameters.
  - 10.1.5. For the avoidance of any doubt, revenue is derived from the Client's net losses in terms of RocketX's prevailing ODP license conditions.
- 10.2. RocketX has the discretion to occasionally change the commission received and/or shared for making deposits and/or withdrawal of funds and shall advertise same under the relevant sections of the RocketX website. It is the Client's responsibility to review the relevant changes made with regards to charges
- 10.3. The Client acknowledges and undertakes that he will be responsible for any charges imposed on him by a TPFA involved in the transfer process.

## **11. MARKET DATA**

- 11.1. The Trading Platform may display market data and other purely factual information (“**Market Data**”). The Client acknowledges and agrees that where the Trading Platform displays Market Data –
- 11.2. RocketX does not endorse or approve the Market Data and makes it available to the Client only as a convenience.
- 11.3. RocketX does not guarantee the accuracy, timeliness, and completeness or correct sequencing of the Market Data.
- 11.4. RocketX does not warrant any results from the Client’s use or reliance on the Market Data.
- 11.5. RocketX is not obligated to update any information or opinions contained in any Market Data.
- 11.6. RocketX may discontinue displaying Market Data on the Trading Platform at any time.
- 11.7. RocketX will not be liable in any way for the termination, interruption, delay or inaccuracy of any Market Data; and
- 11.8. the Client will not redistribute or facilitate the redistribution of Market Data to any third party.

## **12. CLIENT PROFILE AND PAYMENTS**

- 12.1. Upon acceptance of the Application, RocketX shall issue the Client with a Client Profile, setting out the Client’s details and can be accessed using the Client’s security credentials issued once the Trading Account has been opened.
- 12.2. Upon acceptance of the Application, RocketX shall open a Trading Account for the Client which shall reflect the following, namely: –
- 12.3. Client funds held in the segregated TPFA Account;
- 12.4. Open Trade positions held by the Client.
- 12.5. Withdrawals made by the Client from the Trading Account.

- 12.6. Swap fees charged by RocketX in terms of this Agreement; and,
- 12.7. The net amount payable to the Client considering the funds held in the TPFA Account, all open Trade positions, including Margins on Trades and Fees payable to RocketX.
- 12.8. No interest is payable by RocketX on the credit balance of a Trading Account.

### **13. TPFA ACCOUNT**

- 13.1. A segregated TPFA Account will be opened for the purpose of holding Client funds. The segregated TPFA Account will be subject to the Bank Mandate.
- 13.2. All client funds will be deposited into the Client segregated TPFA Account.
- 13.3. RocketX shall administer the segregated TPFA Account in accordance with the Bank Mandate and shall *inter alia* be entitled to apply Client Funds in the TPFA Account –
- 13.4. to make payment on behalf of the Client in respect of a Trade; and
- 13.5. to make payment to RocketX of any amounts payable to it in terms of this Agreement as and when they become due and payable, including but not limited to Fees and interest accrued on Trading Accounts.
- 13.6. RocketX shall be entitled to deduct from the TPFA Account any funds deposited into or credited to the TPFA Account in error, whether such funds are deposited by RocketX or any other person.

### **14. SETTLEMENT**

- 14.1. The Client authorises RocketX to withdraw the following amounts from the segregated TPFA Account and debit the TPFA Account accordingly: –
  - 14.1.1. Any and all amounts payable by the Client to RocketX in terms of this Agreement as and when such amounts become due and payable, including but not limited to Fees, additional margin (when applicable), interest charged on Trading Accounts and costs and expenses payable by the Client; and,

14.1.2. Any amount payable by the Client in respect of any Trade, which amount shall be applied to make payment as required in terms of the Trade.

14.2. RocketX may, in its absolute discretion, and on prior written notice to the Client, set-off any amounts payable by the Client in respect of a Trade against any amounts payable, provided that such amounts are payable in the same currency and are payable on the same day. The net amount payable after set-off is applied as aforesaid, shall remain payable.

## **15. NO PAYMENTS TO AND FROM THIRD PARTY ACCOUNTS**

15.1. RocketX shall not accept any funds intended to be client funds which has been paid from any account other than the account of the Client ("**Third Party Accounts**").

15.2. Should RocketX receive any funds from a Third Party Account, RocketX shall return the funds received and shall not accept or bear any liability, or responsibility, for any loss, including consequential loss, incurred by the Client as result of the return of the funds to the Third Party Account.

15.3. It is also recorded that RocketX shall not make any payment into a Third Party Account.

## **16. REGULATORY COMPLIANCE**

16.1. It is Recorded that the services provided by RocketX's are subject to, and under the authority of, the Applicable Laws, and that each party to this Agreement undertakes to comply with same when exercising its rights and performing its obligations under this Agreement.

16.2. RocketX may, at its absolute discretion, take any action it may deem necessary to ensure compliance with the Applicable Laws.

## **17. RECORDS AND AUDIT**

17.1. The Client undertakes to maintain his accounting and computer records relevant to this Agreement, for the duration of this Agreement, and a further 3 (three) yearers thereafter.

- 17.2. In addition, RocketX shall be permitted to conduct an audit in respect of the Client's use, access, and operation of the Trading Platform, and be allowed access to the Client's Trading Platform records with the reasonable assistance of the Client.

## **18. TAXES**

- 18.1. The Client acknowledges and agrees that he shall be responsible for all taxes, levies, value-added tax and duties payable in respect of the Trades, and that RocketX bears no responsibility in this regard.

## **19. PROHIBITED TRADING PRACTICE**

- 19.1. The Client represents and warrants that he shall not use the Trading Platform for, or in connection with, any activity which may be constituted as fraudulent and/or illegal, and which includes, but is not limited to,

- 19.1.1. Scalping: Scalping is a trading strategy where the trader engages in frequent transactions, capitalizing on minor price fluctuations, usually targeting an average of 5 pips or less within a 24-hour trading period or in brief timeframes. This approach includes closing a trading position within 15 minutes of its opening. Moreover, scalping encompasses the practice of holding opposing "hedged" positions for an unspecified duration and subsequently closing or partially closing these positions within a short timeframe of each other.

Scalpers are prone to detection on days marked by substantial news activity, including but not limited to events such as FOMC, CPI, and NFP. It's crucial to emphasize that the company maintains the discretion to enforce its rights outlined in Clause 19.2, even if it decides not to do so initially. Any decision by the company to forgo the exercise of its rights at a given time does not prevent it from enforcing those rights later, exercising this discretion as deemed necessary.

- 19.1.2. Bonus arbitrage or wash trading: Bonus arbitrage or wash trading involves exploiting bonuses or promotional offers by engaging in artificial trading activity. This can include creating fake trades to meet the requirements for receiving a bonus. This typically involves the opening of positions on the same symbol/instrument in opposite directions on separate trading

accounts and utilizing the bonus facility to eliminate risk.

- 19.1.3. The use of automated Expert Advisors, or any Expert Advisors: Expert Advisors (EAs) are automated trading systems that execute trades based on predetermined criteria.
- 19.1.4. Any insider dealings: Insider dealings involve trading securities based on non-public information.
- 19.1.5. Market manipulation: Market manipulation involves artificially influencing the price or trading volume of a security to deceive others.
- 19.1.6. Market distortion: Market distortion occurs when trading activities disrupt the normal functioning of financial markets, creating false market conditions.
- 19.1.7. Trading which has been done excessively without a legitimate intent by the Client to profit from market movements this may involve high-volume trades with no strategic purpose other than potentially manipulating the market or taking advantage of trading terms.
- 19.1.8. Unauthorised trading: Unauthorized trading occurs when someone executes trades without proper authorization or consent.
- 19.1.9. Spoofing: Spoofing involves placing and canceling orders to manipulate market perceptions.
- 19.1.10. Layering: Layering is a form of market manipulation involving the placement of multiple orders on the same side of the market to create artificial price movements.
- 19.1.11. Unfair trading practices: or otherwise, which are directly or indirectly in contravention of the Applicable Laws.
- 19.1.12. High-Speed Trading: High-Speed Trading, also known as algorithmic or automated trading, is a strategy that relies on computer algorithms to execute a large number of orders at extremely high speeds. The goal is to capitalize on small price differentials or market inefficiencies.

- 19.1.13. Trading on a non-market price: Trading on a non-market price refers to the act of executing trades based on prices that do not accurately reflect the current market conditions. This could involve placing orders or transactions at prices that deviate from the prevailing market rates, potentially due to errors, glitches, or intentional manipulation.
- 19.2. It is recorded that RocketX maintains a zero-tolerance policy for the aforesaid prohibited trading practices and abusive trading strategies and reserves its rights to treat any of the aforesaid prohibited trading practices or any result of such transactions at its discretion as void, and to cancel, close and unwind any such transaction with immediate effect.
- 19.3. For the avoidance of doubt, any prohibited trading practices committed by the Client in Clause 19.1 of this Agreement will constitute a material breach of this Agreement.

## **20. WARRANTIES**

- 20.1. The Client warrants that all his obligations and Trades performed in accordance with this Agreement are valid, legally binding and enforceable with the terms thereof.
- 20.2. The Client represents and warrants as follows, namely: -
- 20.2.1. That the Client has legal capacity and power to enter into this Agreement, and further that he is not subject to any pending litigation, arbitration, or administrative proceedings, or any proceedings that could have a material adverse effect on his ability to exercise his rights and obligations in accordance with this Agreement or any Trade;
- 20.2.2. That he has not been declared insolvent and/or overindebted, and is able to pay all his debt as it falls due;
- 20.2.3. That all information provided to RocketX associated with this Agreement is true and accurate, as at date when the said information was provided, and remains unchanged until RocketX is notified otherwise;
- 20.2.4. That the Client has not misled RocketX in any material respect;



- 20.2.5. That the Client is acting for his own account, with its own independent decision to enter into this Agreement, freely and voluntarily;
- 20.2.6. That the Client enters each Trade upon the basis of the Client's own judgment, and is capable of assessing the merits and understanding the terms and risks of each Trade;
- 20.2.7. The Client is not trading on behalf of any person, or receiving funds from a third party into its TPFA Account in order to manage and/or enter Trades on behalf of the third party, without the prerequisite approval of the FSCA as a registered Financial Services Provider, or by power of attorney;
- 20.2.8. No reliance is made on any form of communication or recommendation by RocketX in respect of investment advise and/or entering into this Agreement, or any Trade in accordance with this Agreement. Information and explanations relating to this Agreement are not considered as advise or recommendation of any sort in respect of entering a Trade;
- 20.2.9. That RocketX has not assured or provided any guarantee as to the expected results of any Trade made by the Client;

## **21. LIABILITY**

- 21.1. It is recorded that RocketX will not be held liable for any consequential, indirect, incidental or special loss, damages, claims, and/or expenses suffered or incurred by the Client, arising out of or in connection with the Services of RocketX, or any Trade entered into in accordance with this Agreement (hereinafter collectively, **"Exclusion of Liability"**).
- 21.2. The aforesaid Exclusion of Liability, whether in contract, delict, or otherwise, exists in the following instances, including but not limited to: -
- 21.2.1. Failure of the Client to report, within 24 (twenty-four) hours from delivery thereof, any error in the Client statements;
- 21.2.2. Any misrepresentation of information provided by or on behalf of RocketX in relation to this Agreement, or any Trade;

- 21.2.3. The reliance of the Client on a rate or a price which the Client knew, or ought reasonably to have known, to be materially incorrect, except in the case of fraud by RocketX;
  - 21.2.4. Entry of a Trade by the Client on the basis of money erroneously deposited into the Trading Account by or on behalf of RocketX;
  - 21.2.5. The occurrence and continuance of any Force Majeure.
  - 21.2.6. Whether as a result of the failure by RocketX or otherwise, any failure or inability to access or use the Trading Platform by the Client for its intended purposes;
  - 21.2.7. Any deficiency whatsoever of the Trading Platform, including failure of, or inability to, access or use the Trading Platform.
  - 21.2.8. In respect to any information published on the Website, including any claims or losses in relation to the accuracy, reliability or timeliness of such information; and
  - 21.2.9. In respect to any support, advice or assistance provided by RocketX, including any claims or losses in relation to technical support, trading support and account administration support.
- 21.3. Subject to the Exclusions of Liability set out above, RocketX's liability arising from the Agreement shall be limited to the direct loss suffered by the Client in respect of the relevant Trade in respect of which the liability arises.

## **22. RISK**

- 22.1. It is recorded as follows that the Client warrants that he understands and accepts:
- - 22.1.1. That any capital of the Client is at risk, as the markets can be volatile, violated, and unpredictable;

22.1.2. As set out in the Risk Disclosure located on the RocketX website, the Client confirms that he has read and understood the terms thereof and the risks of entering a Trade;

22.1.3. That the Client may incur the risk of loss, as well as the prospect of profit, when entering a Trade.

22.2. It is acknowledged and agreed to by the Client that significant risks are associated with the use of the Trading Platform, which includes, but is not limited to, risks relating to software usage and/or any telecommunications systems, such as:

22.2.1. Glitches;

22.2.2. Software bugs and errors;

22.2.3. Telecommunication delays and service interruption;

22.2.4. Data supply errors, faults or inaccuracies; or,

22.2.5. Security Breaches.

22.3. In addition, the Client acknowledges and assumes the following, namely;

22.3.1. That all risk associated to the use, or attempted use, of the Trading Platform, and any data by way of the Trading Platform; and,

22.3.2. That the Client has no recourse against RocketX in relation to the use or availability of a Trading Platform or any errors in software or related information systems.

## **23. ABNORMAL MARKET CONDITIONS**

23.1. Any negative balance in the Trading Account arising from or the occurrence of Abnormal Market Conditions shall be for the account of the Client and will be payable by the Client to RocketX upon delivery of a Trading Account statement, indicating such negative balance.

## **24. INDEMNITY**

24.1. It is recorded that the Client indemnifies RocketX and agrees as follows, namely: -

24.1.1. That RocketX is held harmless for any breach of representation, warranty, or obligations, made by the Client under or in connection with this Agreement or any Trade;

24.1.2. Any claim by any third-party licensor arising or resulting from the Client's access, use, or any attempt thereof, to the Trading Platform; and,

24.1.3. RocketX's termination of any Trade under this Agreement.

24.2. The indemnity set out in this Indemnity Clause shall not extend to any Indemnified Loss sustained or incurred by RocketX as a result of its gross negligence or willful default.

24.3. Each indemnity in this clause constitutes a separate and independent obligation of the Client.

## **25. CONFIDENTIAL INFORMATION AND CONSENT**

25.1. Either Party will during and after the expiry or termination of the Agreement hold the other Party's Confidential Information in the strictest confidence and will not make use thereof other than for the performance of the obligations under the terms of the Agreement. Such information will be released, if permitted in writing by the respective Party, on the basis that the persons to whom information is disclosed are to be bound by the same confidentiality obligations as contained herein.

25.2. Confidential Information does not include: -

25.2.1. information which at the time of disclosure thereof by the Disclosing Party was already lawfully in possession of the Receiving Party, free of restriction on disclosure and use;

25.2.2. information which, as far as the Receiving Party is aware, is lawfully disclosed to it by a third party, free of restriction on disclosure and use; and

25.2.3. information that is or becomes generally available to the public or the Receiving Party.

25.3. The Parties agree that they shall protect any Confidential Information that may be disclosed pursuant to the provisions of the Agreement, using the same standard of care that each Party applies to safeguard its own proprietary, secret or Confidential Information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

25.4. Save as may be required by law or any regulatory authority, no announcement or publicity of the existence of the Agreement, or its content, or the transaction embodied in the Agreement shall be made or issued by, or on behalf of, any party without the prior written agreement of all the Parties.

25.5. The Parties specifically agree that Trade information may be communicated by RocketX to any FSCA licensed or recognized trade repository.

25.6. The provisions of this clause will survive the termination, expiry or cancellation of the Agreement.

25.7. The Client consents to RocketX processing their personal information and making this personal information available to 3<sup>rd</sup> party providers subject to applicable laws.

RocketX collects information-

25.7.1. from the Client directly

25.7.2. from the Clients engagements with RocketX

25.7.3. from public sources and from third parties.

25.8. The Client information will be confidential and will only be processed if the Client consented thereto, it is necessary to conclude or perform in terms of a term sheet with the Client; the law requires it or the Client, RocketX or a third parties' lawful interest is being protected or pursued.

25.9 RocketX and its affiliates may process the Client information. Information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial, identifying number, email address, physical address, telephone number, online identifier, biometric information and the Client name.

- 25.10. The processing of information includes the collection, storage, updating, use, making available, sharing or destruction thereof.
- 25.11. RocketX and its affiliates may process the Client information for the following reasons (amongst others):
- 25.11.1. to comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests;
  - 25.11.2. to detect, prevent and report theft, fraud, money laundering and other crimes;
  - 25.11.3. to enforce and collect on any agreement when the Client is in default or breach of the agreement terms and conditions, like tracing the Client or to institute legal proceedings against the Client;
  - 25.11.4. to conduct market and behavioural research, including scoring and analysis to determine if the Client qualifies for products and services;
  - 25.11.5. to develop, test and improve products and services for the Client;
  - 25.11.6. for historical, statistical and research purposes;
  - 25.11.7. to process payment instructions ;
  - 25.11.8. to manage and maintain Client accounts or relationship with RocketX ;
  - 25.11.9. to enable RocketX to deliver documents or notices to the Client;
  - 25.11.10. for security, identity verification and to check the accuracy of Client information;
  - 25.11.11. to communicate with the Client and carry out Client instructions and requests;
  - 25.11.12. for customer satisfaction surveys, promotional and other competitions.
- 25.12. RocketX may share Client information with the following persons (amongst others) who have an obligation to keep the Client information secure and confidential: Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements; Payment processing services providers, merchants, banks and other persons that assist with the processing of your payment instructions; Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime; Regulatory authorities, governmental departments, local and international tax authorities and other persons that RocketX under the law have to share your information with;

## 26. INTELLECTUAL PROPERTY

- 26.1. All rights, title, ownership and interest, including but not limited to intellectual property rights in and to any Intellectual Property, shall, as between the Parties, at all times remain the sole property of RocketX.
- 26.2. Under no circumstances will the Client acquire any right, title, ownership or interest in or to or related to the Intellectual Property. Nothing in this Agreement will give or be construed to convey to the Client, any ownership, title, interests, or rights in or to or related to the Intellectual Property.
- 26.3. The Client acknowledges and agrees that the provision of the Services may involve the sub-licensing of software and information systems from a third party ("**Licensor**").
- 26.4. The Client agrees that the Licensor provides no product or service to the Client and the Client shall have no claims whatsoever and howsoever arising against a Licensor.
- 26.5. The Client undertakes that he shall not -
- 26.5.1. Access or use Intellectual Property for any purpose other than for the purpose of this Agreement;
  - 26.5.2. Use, copy, merge, make derivative works of or transfer copies of any software;
  - 26.5.3. Use or disclose to any third party any information obtained through or from the Trading Platform other than for the purposes expressly set out in this Agreement;
  - 26.5.4. Allow any access to or use of the Trading Platform by any third party;
  - 26.5.5. Sell, lease or otherwise provide, directly or indirectly, any Intellectual Property;
  - 26.5.6. Reverse engineer, disassemble or decompile any software forming part of the Intellectual Property;

26.5.7. Alter or remove or affect the display of any notices or disclaimers relation to the Intellectual Property;

26.5.8. Transmit or receive using Intellectual Property any information or material which is pornographic, obscene, abusive, profane, offensive, misleading, deceptive, disparaging, or defamatory; or

26.5.9. Use the Intellectual Property after the termination or cancellation of this Agreement.

## **27. FORCE MAJEURE**

27.1. Neither Party shall be liable for any delay or failure in performance due to events outside the Defaulting Party's reasonable control, including, without limitation, earthquakes, labour disputes, actions of governmental entities, whether lawful or unlawful, legal or illegal, riots, war, terrorism, fire, pandemics, epidemics, infrastructure and/or power failure, or other circumstances beyond its reasonable control (hereinafter a "**Force Majeure Event**").

27.2. The Defaulting Party is obliged to notify the other Party, as soon as reasonably possible, in writing, about the material adverse effect of a Force Majeure Event on the performance of its obligations under this Agreement to the reasonable satisfaction of the other Party, and furthermore advise what steps the Defaulting Party will take to rectify and resume the performance of such obligations.

27.3. Should RocketX be the Defaulting Party, it is entitled to take any necessary and reasonable steps to mitigate the Force Majeure Event.

27.4. The obligations and rights of the Defaulting Party shall be extended for a period equal to the period during which such event prevented such Party's performance – provided that if such period exceeds 90 (ninety) Days and the default of the Defaulting Party is material, then either Party shall be entitled to terminate this Agreement immediately on written notice while the Party's performance continues to be prevented.

## **28. TERMINATION**



- 28.1. The Agreement may be terminated on no less than 30 (thirty) calendar days written notice, by the Client to RocketX. It is the Client's responsibility to ensure that all open positions are closed.
- 28.2. RocketX may terminate the Agreement in the following instances, namely: -
- 28.2.1. If the Client is in material breach of the Agreement and either such breach is not capable of remedy or, if the breach is capable of remedy, the Client has failed to remedy such breach within 7 (seven) days of receiving written notice requiring it to do so; or,
- 28.2.2. In terms of any court order, arbitration award or directive issued by any competent authority.
- 28.3. The Agreement shall be terminated immediately without notice, if RocketX (provisionally or finally): -
- 28.3.1. Ceases to operate as a licensed FSP;
- 28.3.2. Is liquidated; or,
- 28.3.3. Enters into business rescue.
- 28.4. If this Agreement is terminated for any reason whatsoever, the amount standing to the credit of the Trading Account shall be paid to the Client from the TPFA Account.
- 28.5. RocketX is obligated to pay funds to third parties only when requested by court order in terms of a liquidation, or part of a deceased estate as long as the relevant documents have been provided to RocketX.
- 28.6. RocketX will be entitled to terminate any open Trades in accordance with any court order, arbitration award or ruling or directive from any competent authority, which is binding on RocketX.
- 28.7. The Trading Platform will automatically terminate a Trade when the Margin is no longer met, as determined in accordance with the Trade Schedule.

- 28.8. If the Client wishes to terminate a trade, the Client shall do so telephonically or via the Trading Platform.
- 28.9. Termination due to notice by RocketX. If RocketX wishes to terminate a trade, it may do so by giving the Client 7 Business Days written notice. Instances when RocketX will provide notice in terms of this clause includes, but is not limited to:
- 28.10. The Client's trading position being fully hedged with the Client holding a negative equity balance in their TPFA Account;
- 28.11. The financial product the Client has traded, is no longer available due to it being cancelled by the liquidity provider;
- 28.12. The Client has traded, however, the Client's deposit does not appear in the Client's TPFA Account within 72 hours after the deposit date;
- 28.13. RocketX suspect's the Client of attempting to manipulate the financial product's price;
- 28.14. RocketX suspect's the Client of attempting to manipulate the trading processes of the Trading Platform; or
- 28.15. RocketX's liquidity provider is changed in order to provide the Client with an improved product offering.
- 28.16. If a particular financial product is no longer available to be traded on the Trading Platform, for any reason whatsoever, RocketX will send a written notice to the Client indicating: -
- 28.16.1. That it will no longer provide the Services in respect of the relevant financial product; and
- 28.16.2. Of the time period in which the Client shall be required to close its open Trades in respect of such financial product, which time period shall be fair and reasonable having regard for the circumstances.

## **29. NOTICES**

29.1. Any documents and/or correspondence to be served on any of the Parties may be served on it at the physical address or e-mail address specified for it hereinbelow (save for legal processes, which shall only be served on it at the physical address specified), and which physical and email addresses the Parties elect as their respective *domicilia citandi et executandi* for any written notices required to be delivered in terms of this agreement:

**RocketX:**

Physical address:

WeWork South Africa,  
155 West Street WeWork,  
Sandown, Sandton, 2031

Email address:           administration@rocketx.io

**The Client:**

Physical address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address:

\_\_\_\_\_

29.2. Any Party may by written notice to the other Party change its chosen physical or e-mail address.

29.3. Any notice delivered by hand shall be deemed to have been received on the date of delivery.

29.4. Any notice by e-mail address to a Party at its chosen e-mail address shall be deemed, unless the contrary is proved, to have been received within two hours of transmission where it is transmitted during normal business hours (being between the hours of 09h00 and 17h00) on a business day or within two hours of the commencement of the first business day after it is transmitted where it is transmitted outside those business hours.

### **30. DISPUTE RESOLUTION**

- 30.1. RocketX has set out a formal "Complainants Policy" on its website for the Client to lodge any complaints.
- 30.2. Should any dispute arise between the Parties in regard to this Agreement and/or its implementation, including any breach, the Parties shall attempt, within 30 (thirty) calendar days of such dispute having arise
- 30.3. n, or any further period agreed to in writing by the Parties, to settle such dispute by mutual discussions between them.
- 30.4. Should such dispute remain unresolved after the period referred to above, then either Party may formally declare a dispute and such dispute shall be decided by arbitration in the manner set out below.
- 30.5. An Arbitrator who shall be appointed shall be a practicing advocate with not less than 10 (ten) years' standing agreed upon between the Parties, or failing agreement within 10 (ten) business days of a dispute having been declared by either Party, appointed by the Chairperson of the Cape Bar Council (or its successors in title).
- 30.6. If there is any dispute as to whether the question in issue is primarily an accounting, legal or other matter, the Chairperson of the Cape Bar Council (or its successors in title) shall decide thereon, whose decision shall be binding.
- 30.7. The Arbitration shall be held in Cape Town in accordance with the formalities and/or procedures settled by the Arbitrator, which may be in an informal and summary manner, that is, on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject to the provisions of the Arbitration Act, 1965 (as amended and any statutory modification or re-enactment thereof) or, in the event that any Party to the dispute is domiciled outside of the Republic of South Africa, in accordance with the International Arbitration Act, 2017 (as amended and any statutory modification or re-enactment thereof).
- 30.8. The Arbitrator shall be entitled:

- 30.8.1. to decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purposes of this Agreement; and
- 30.8.2. to make such award, including an award for specific performance, an interdict, damages, a penalty or otherwise as he in his discretion may deem fit and appropriate (with due regard to the provisions of this Agreement).
- 30.9. The arbitration shall be held as quickly as possible after it is demanded with a view to it being completed within 30 (thirty) calendar days after it has been so demanded.
- 30.10. This clause shall constitute the irrevocable consent of the Parties hereto to the arbitration proceedings in terms hereof, and no Party shall be entitled to withdraw therefrom or to claim at any such arbitration proceedings that it is not bound by this clause.
- 30.11. The Parties irrevocably agree and undertake that any award that may be made by the Arbitrator:
- 30.11.1. shall be final and binding on them;
  - 30.11.2. will immediately be carried into effect; and
  - 30.11.3. may be made an Order of Court.
- 30.12. The provisions of this clause do not preclude a Party from seeking urgent relief from a court or from making an arbitration award an order of court. In this regard, the Parties hereby consent and submit to the non-exclusive jurisdiction of the Western Cape High Court for such purposes

### **31. AMENDMENTS**

- 31.1. RocketX shall be entitled to amend the terms of this Agreement at its sole discretion, and shall notify the Client of any such amendment as follows: -
- 31.1.1. by publishing a notice of any amendment on its Website and updating the documents on the Website to reflect the amendment; or,
  - 31.1.2. circulating a written notice of the amendment to the Client.

31.2. The aforesaid amendment shall be effective on the date that RocketX notifies the Client of the amendment or on such later date as may be applicable the notice and shall be binding on the Client.

## **32. GENERAL**

32.1. No variation, modification, deletion from, or addition to, this agreement shall be valid unless it is in writing and signed by or on behalf of both Parties.

32.2. This Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument.

32.3. No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given.

32.4. Failure or delay on the part of any Party in exercising any right, power or privilege hereunder or enforce to strict performance by the other Party will not constitute or be deemed to be a waiver thereof or relinquishment of such Party's right to enforce any such provision or right in any other instance, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

32.5. This Agreement sets forth the entire agreement between the Parties, save where Definitive Agreements are entered into subsequent to the Signature Date, and supersedes any and all prior or contemporaneous agreements and representations, written or oral, of the Parties with respect to the transactions set forth herein, all of which are excluded, except for fraudulent misrepresentations.

32.6. Each clause of this Agreement is severable from the other, and any part, clause, or provision of this agreement which may be held by a competent court to be void, invalid, or unenforceable, shall be void, invalid, or unenforceable only to the extent of such voidness, invalidity, or unenforceability, and shall not invalidate or in any other manner affect the remaining provisions of this agreement.

32.7. This agreement shall be governed by the laws of the Republic of South Africa.

32.8. The Parties consent and submit to the non-exclusive jurisdiction of the High Court, Western Cape Division, Cape Town.