

CASP CLIENT AGREEMENT

entered into between

FLARE X

and

CLIENT

1. PARTIES & PURPOSE

- 1.1. The Parties to this Agreement are Flare FX (Pty) Ltd, registration number 2023/202257/07, trading as FlareX ("**FlareX**", "**we**", "**us**" or "**our**"), and the person identified as the client in the Application Form ("**Client**").
- 1.2. FlareX is a private company incorporated in accordance with the laws of the Republic of South Africa and is an authorised Category I financial services provider under the Financial Advisory and Intermediary Services Act 37 of 2002 ("**FAIS**"), FSP No. 54894, authorised to render specified financial services in respect of Crypto Assets, Long-term Deposits and Short-term Deposits. FlareX's status as a crypto asset service provider ("**CASP**") arises under its FAIS authorisation and is not a separate licence from its FSP licence.
- 1.3. This Agreement regulates only the Crypto Asset Services described herein and the Client's access to and use of the FlareX Crypto Asset exchange, Website, Trading Platform, Client Account and associated facilities. The regulatory capacity in which FlareX acts is determined by the nature of the particular product, service or transaction concerned.
- 1.4. Separate Products and Separate Product Terms
 - 1.4.1. FlareX may, from time to time make available to a Client products or services which do not constitute Crypto Asset Services governed by this Agreement ("**Separate Products**").
 - 1.4.2. Separate Products may include, without limitation, contracts for difference, perpetual contracts, perpetual futures, futures, options, swaps and other derivative instruments, including derivative instruments which reference a Crypto Asset.
 - 1.4.3. A Separate Product does not constitute a Service under this Agreement merely because:
 - the Separate Product references a Crypto Asset;
 - the Separate Product is made available through the same Website, Trading Platform, Client Portal or Client Account;
 - the Client uses Fiat or Crypto Assets associated with the Client Account in connection with that Separate Product; or
 - FlareX is the provider of both the Services governed by this Agreement and the Separate Product.
 - 1.4.4. Each Separate Product shall be governed by the separate agreement, product terms, trading terms, risk disclosures, schedules and other contractual documentation designated by FlareX as applicable to that Separate Product (collectively, the "Separate Product Terms").
 - 1.4.5. Before entering into a transaction in respect of a Separate Product, the Client shall be required to accept the applicable Separate Product Terms in the manner prescribed by FlareX.
 - 1.4.6. The regulatory capacity in which FlareX provides a Separate Product shall be determined by the nature of that Separate Product and the laws and regulatory requirements governing the relevant Service and shall not be determined merely by the fact that the Client is also a client of FlareX under this Agreement.
 - 1.4.7. Without limiting clause 1.4.6, where FlareX enters into an OTC derivative transaction with the Client pursuant to its approval as an over-the-counter derivative provider ("**ODP**"), FlareX acts in the regulatory capacity applicable to that OTC derivative transaction and the transaction shall be governed by the applicable Separate Product Terms and not by the provisions of this Agreement governing Crypto Asset Services.
 - 1.4.8. In the event of any inconsistency between this Agreement and the Separate Product Terms concerning a Separate Product, the Separate Product Terms shall prevail in relation to that Separate Product and the

transaction entered into under those Separate Product Terms. This Agreement shall continue to govern the Crypto Asset Services provided to the Client.

- 1.4.9. The termination, suspension or restriction of a Separate Product or Separate Product Terms shall not, of itself, terminate this Agreement, and the termination of this Agreement shall not, of itself, terminate any Separate Product Terms, except where:
- the documentation expressly provides otherwise;
 - termination or restriction is required under the laws and regulatory requirements governing the Service;
 - continued provision of either service is no longer operationally or legally possible; or
 - FlareX exercises a right of termination, suspension or restriction arising under the relevant agreement.
- 1.4.10. Nothing in this Agreement constitutes an offer, recommendation or representation that any Separate Product is available to the Client or that the Client is eligible to transact in that Separate Product.
- 1.5. For the avoidance of doubt, the fact that a derivative references Bitcoin, Ether, a stablecoin or another Crypto Asset does not convert the derivative into a Crypto Asset transaction under this Agreement. Where the Client acquires a Supported Crypto Asset itself, the Client acquires the rights associated with that Crypto Asset subject to this Agreement and the applicable custody model; where the Client enters into a derivative, the Client ordinarily acquires contractual exposure and not ownership of the reference Crypto Asset.
- 1.6. Unless FlareX expressly agrees to render Advice to the Client as an authorised service and complies with the requirements governing that Advice, the Services under this Agreement are provided on a non-discretionary, execution-only basis. General information, market commentary, research, educational material and marketing communications do not constitute personalised Advice merely because they are made available to the Client.

2. DEFINITIONS & INTERPRETATION

- 2.1. In this Agreement, unless the context clearly indicates otherwise, the following words and expressions shall have the meanings assigned to them below:
- 2.1.1. **“Access Codes”** means all passwords, passkeys, personal identification numbers, one-time passwords, authentication credentials, API keys, device credentials and other security information used to access or operate the Client Account or Electronic Systems;
- 2.1.2. **“Advice”** means advice as defined in section 1 of FAIS;
- 2.1.3. **“Agreement”** means this CASP Client Agreement, the Application Form, the Fees Schedule, the Platform Rules and any product or service terms which are expressly stated to form part of this Agreement. A privacy notice, complaints policy, regulatory disclosure or other information document does not become a contractual term merely because it is provided to the Client, although FlareX remains bound by every statutory and regulatory duty to which that document relates;
- 2.1.4. **“Application Form”** means the application, registration, onboarding and client information submitted by or on behalf of the Client to establish a Client Account;
- 2.1.5. **“Authorised Person”** means a natural person duly authorised to act for a Client that is a juristic person, trust, partnership or other legal arrangement;
- 2.1.6. **“Blockchain”** means a distributed ledger or cryptographically secured network on which a Crypto Asset or transaction is recorded, transferred or settled;

- 2.1.7. **“Business Day”** means a day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 2.1.8. **“Client Account”** means the account opened and maintained by FlareX for the Client through which the Client accesses the Services and in which Fiat and Crypto Asset entitlements, balances and Transactions may be recorded;
- 2.1.9. **“Client Bank Account”** means a bank account held in the Client’s own name and verified or approved by FlareX;
- 2.1.10. **“Crypto Asset”** means a digital representation of value that is not issued by a central bank, but is capable of being traded, transferred or stored electronically by natural and legal persons for the purpose of payment, investment or other forms of utility, applies cryptographic techniques and uses distributed ledger technology, as contemplated in the declaration of a crypto asset as a financial product under FAIS, as amended or replaced;
- 2.1.11. **“Crypto Asset Address”** means a public blockchain address, wallet address or other destination identifier used for the receipt or transfer of a Crypto Asset;
- 2.1.12. **“Custodian”** means FlareX and/or any third-party custody, wallet or key-management provider appointed by FlareX from time to time;
- 2.1.13. **“Electronic Systems”** means the Website, Trading Platform, Client Portal, APIs, mobile applications, software, communications links and other electronic facilities through which the Services are accessed;
- 2.1.14. **“Fees and Charges”** means all trading fees, commissions, spreads, network fees, withdrawal fees, banking charges, custody charges, conversion charges and other amounts payable by the Client in connection with the Services;
- 2.1.15. **“Fiat”** means government-issued legal tender supported by FlareX from time to time, which may include South African Rand;
- 2.1.16. **“FIC Act”** means the Financial Intelligence Centre Act 38 of 2001, as amended;
- 2.1.17. **“FSCA”** means the Financial Sector Conduct Authority;
- 2.1.18. **“Manifest Error”** means an obvious pricing, display, accounting, system, data, execution or operational error which a reasonable person with knowledge of the relevant circumstances would recognise as erroneous;
- 2.1.19. **“Order”** means an instruction submitted by or for the Client to buy, sell, exchange or otherwise transact in a Supported Crypto Asset;
- 2.1.20. **“Platform Rules”** means the operational, trading, deposit, withdrawal, security, technical and other rules displayed on or made available through the Electronic Systems from time to time;
- 2.1.21. **“Private Key”** means cryptographic information capable of authorising control over or transfer of a Crypto Asset;
- 2.1.22. **“Prohibited Activity”** means conduct prohibited under clause 25, the laws and regulatory requirements governing the Services, or the Platform Rules;
- 2.1.23. **“Separate Product Terms”** means any separate client agreement, product terms, trading terms, schedule, risk disclosure or other contractual documentation designated by FlareX as governing a Separate Product;
- 2.1.24. **“Separate Product”** means any product or service made available by FlareX to the Client which does not constitute a Service governed by this Agreement and which is governed by Separate Product Terms;
- 2.1.25. **“Services”** means the authorised services made available by FlareX under this Agreement in relation to Supported Crypto Assets, including, where enabled, receiving, transmitting or executing Orders; purchase,

sale or exchange; receipt and transfer; safeguarding or custody; administration of Client Account balances; Fiat functionality ancillary to those services; and other intermediary services within the scope of FlareX's FAIS authorisation;

- 2.1.26. **"Supported Crypto Asset"** means a Crypto Asset, together with the specific Blockchain, network and token standard, which FlareX identifies as supported for a particular Service;
- 2.1.27. **"Transaction"** means any deposit, withdrawal, transfer, purchase, sale, exchange, credit, debit or other transaction effected through or recorded in the Client Account;
- 2.1.28. **"Travel Rule"** means the requirements applicable to Crypto Asset transfers under Directive 9 issued by the Financial Intelligence Centre under the FIC Act, as amended or replaced; and,
- 2.1.29. **"Website"** means the website, domain, mobile application or other online interface designated by FlareX from time to time.
- 2.2. Words importing the singular include the plural and vice versa; natural persons include juristic persons where the context permits; and references to one gender include the others.
- 2.3. References to legislation include amendments, replacements, subordinate legislation and binding instruments issued under it.
- 2.4. "Include" and "Including" mean "Include without limitation" and "Including without limitation".
- 2.5. Headings are for convenience only and do not affect interpretation.
- 2.6. If a definition confers a right or imposes an obligation, effect shall be given to it as a substantive provision.
- 2.7. Where a period is stated in days, the first day is excluded and the last day included; if the last day is not a Business Day, it moves to the next Business Day, unless the law governing the Service requires otherwise.
- 2.8. No rule that an agreement is to be interpreted against the party responsible for drafting it shall apply, to the extent permitted by law or a binding regulatory requirement; and,
- 2.9. If there is an inconsistency between this Agreement and a mandatory requirement of the laws and regulatory requirements governing the relevant Service, the mandatory requirement prevails to the extent of the inconsistency.

3. SCOPE

- 3.1. The Client appoints FlareX on a non-discretionary basis to provide the Services in accordance with the Client's authenticated instructions, this Agreement and the laws and regulatory requirements governing the relevant Service.
- 3.2. FlareX does not exercise investment discretion over the Client's portfolio or Crypto Assets under this Agreement and is not appointed as a discretionary investment manager.
- 3.3. Where FlareX agrees separately to render Advice, that Advice will be rendered only within the scope of FlareX's FAIS authorisation and the applicable advice process. The mere availability of a Crypto Asset, trading pair, watchlist, market ranking, price, research item or educational material is not a recommendation or endorsement.
- 3.4. Nothing in this Agreement creates a partnership, joint venture, agency by the Client for FlareX, fiduciary relationship beyond any duties imposed by law or a binding regulatory requirement, or relationship of trustee and beneficiary except to the extent expressly required by law or the applicable custody arrangement.
- 3.5. The Client acts as principal for its own account unless FlareX has expressly approved another capacity after completion of all legal, authority, beneficial-ownership and financial-crime requirements.

- 3.6. FlareX may decline to provide any Service that falls outside its licence permissions, operational capability, risk appetite or the laws and regulatory requirements governing the relevant Service.
- 3.7. The use of common technological, account, payment, custody, wallet, settlement, reporting or administrative infrastructure for Services and Separate Products does not merge or alter the legal or regulatory character of those products or services, does not cause a Separate Product to become a Service under this Agreement, and does not cause the contractual relationships governing them to be treated as a single agreement. The applicable agreement and regulatory capacity shall be determined by the particular product, service or transaction concerned.

4. DURATION

- 4.1. This Agreement commences on the earliest of the date on which the Client accepts it electronically, signs it, first accesses the Services following approval of the Client Account, or first submits a Transaction after such approval.
- 4.2. The Agreement continues indefinitely until terminated in accordance with clause 29.
- 4.3. FlareX may require the Client to accept an updated version before continued use of a Service where reasonably necessary for regulatory, security, operational or product reasons.

5. SERVICES

- 5.1. Subject to successful onboarding, the laws and regulatory requirements governing the relevant Service and the Platform Rules, FlareX may enable the Client to deposit Fiat; deposit Supported Crypto Assets; submit Orders to buy, sell or exchange Supported Crypto Assets; hold or have safeguarded Supported Crypto Assets; receive or transfer Supported Crypto Assets; withdraw Fiat; and access ancillary account, reporting and market-data functionality.
- 5.2. FlareX determines which Crypto Assets, Blockchains, networks, token standards, trading pairs, Order types, payment methods, custody methods and transaction routes are supported and may add, restrict, suspend or discontinue any of them in accordance with this Agreement.
- 5.3. FlareX may appoint banks, payment service providers, Custodians, wallet providers, blockchain analytics providers, identity-verification providers, market-data providers, liquidity providers and technology providers. Their appointment does not, of itself, alter the regulatory capacity in which FlareX renders a Service to the Client.
- 5.4. A third party may separately contract with the Client for a product or service. Such relationship is governed by the third party's own terms and does not make FlareX responsible for that third party except to the extent imposed by law or a binding regulatory requirement or expressly assumed by FlareX.
- 5.5. FlareX may refuse, delay, limit or discontinue a Service where the Client has not complied with this Agreement, a request for information, a security requirement, the Platform Rules or the laws and regulatory requirements governing the relevant Service.

6. APPLICATION, ELIGIBILITY & VERIFICATION

- 6.1. The Client must complete the Application Form, provide all information and documents requested by FlareX, satisfy FlareX's onboarding criteria and be approved before using the Services.
- 6.2. A natural-person Client must be at least 18 years old and have full legal capacity. A juristic person or legal arrangement must be duly constituted and represented by persons with valid authority.
- 6.3. The Client warrants that all information supplied is complete, accurate, current and not misleading and shall promptly notify FlareX of any change.
- 6.4. FlareX may verify identity, beneficial ownership, authority, bank accounts, devices, contact details, tax information, source of funds, source of wealth and other information through documentary, electronic or third-party means.
- 6.5. FlareX may refuse to open a Client Account in its reasonable discretion, subject to the laws and regulatory requirements governing the Service and is not obliged to disclose confidential risk criteria or information whose disclosure is prohibited.
- 6.6. Unless FlareX expressly approves otherwise, a Client may maintain only one Client Account and may not open or operate an account in another person's name or permit another person to use the Client Account.

7. FINANCIAL INTELLIGENCE

- 7.1. FlareX is subject to the FIC Act in respect of activities for which it is an accountable institution and may be required to conduct customer due diligence, beneficial-ownership verification, ongoing due diligence, transaction monitoring, sanctions screening, targeted financial sanctions controls, source-of-funds and source-of-wealth enquiries, record keeping and regulatory reporting.
- 7.2. The Client shall provide promptly all information and supporting documentation reasonably requested for these purposes, including information concerning the purpose of a Transaction, counterparties, wallets, Crypto Asset Addresses, beneficial owners and the origin and destination of funds or Crypto Assets.
- 7.3. If FlareX is unable to establish or verify identity or beneficial ownership, obtain required information, conduct ongoing due diligence, resolve a sanctions concern or otherwise comply with the FIC Act or its risk management and compliance programme, FlareX may not establish or continue the relationship or give effect to a Transaction and may restrict, suspend or terminate the Client Account.
- 7.4. FlareX may make any report required by law. Nothing in this Agreement requires FlareX to disclose the existence or content of a suspicious or unusual transaction report, investigation, monitoring method or other information where disclosure is prohibited.
- 7.5. FlareX may use blockchain analytics and other risk tools to assess Crypto Asset Addresses and Transactions and may decline or restrict interaction with addresses, protocols, services or counterparties presenting unacceptable legal, sanctions, fraud or financial-crime risk.
- 7.6. The Client shall not use the Services to conceal ownership, origin, destination or nature of funds or Crypto Assets; evade sanctions; facilitate money laundering, terrorist financing or proliferation financing; commit fraud or tax evasion; or otherwise facilitate unlawful conduct.

8. TRAVEL RULE

- 8.1. The Client acknowledges that FlareX may be required to collect, verify, retain and transmit prescribed information concerning originators, beneficiaries, Crypto Asset Addresses, account numbers and transfer references under the Travel Rule.
- 8.2. The Client shall provide complete and accurate Travel Rule information and authorises FlareX to transmit that information to a recipient or ordering CASP, regulated counterparty, service provider or competent authority where required or permitted by law or a binding regulatory requirement.
- 8.3. FlareX may delay, reject, restrict, return or cancel a transfer where required information is unavailable, incomplete, inconsistent or cannot be transmitted or received through an acceptable mechanism, or where the counterparty or destination presents an unacceptable compliance risk.
- 8.4. Transfers to or from self-hosted or unhosted wallets may be subject to enhanced verification, proof of ownership or control, source-of-funds enquiries, transaction limits or other risk controls.

9. CLIENT APPROPRIATENESS

- 9.1. Where required by law or a binding regulatory requirement, licence condition, FlareX policy or the nature of a Service, FlareX may request information concerning the Client's knowledge, experience, objectives, financial circumstances and risk tolerance and may perform an appropriateness, suitability or other client assessment.
- 9.2. FlareX is entitled to rely on information supplied by the Client unless it knows or reasonably ought to know that the information is materially inaccurate or incomplete.
- 9.3. The Client shall keep relevant information current. If the Client refuses or fails to provide information necessary for an assessment, FlareX may be unable to determine whether a Service is appropriate and may restrict or decline that Service.
- 9.4. Any warning or assessment provided by FlareX does not eliminate the Client's responsibility for its own investment decisions and does not constitute a guarantee against loss.

10. ORDERS & EXECUTION

- 10.1. The Client authorises FlareX to process Orders and Transactions submitted through the Client Account using Access Codes or otherwise authenticated under FlareX's security procedures.
- 10.2. FlareX may treat an authenticated instruction as authorised by the Client until FlareX has actual knowledge of unauthorised use and has had a reasonable opportunity to act.
- 10.3. Before submitting an Order, the Client must verify the Crypto Asset, trading pair, side, quantity, price, Order type and all other material details.
- 10.4. An Order is an instruction and not a completed Transaction until executed. An Order may be rejected, cancelled, remain unfilled, be partially filled or execute at a price different from an indicative, quoted or last-traded price because of liquidity, volatility, price movement, latency, market depth, technical conditions or other execution factors.
- 10.5. FlareX may apply minimum and maximum Order sizes, price bands, tick sizes, trading limits, position or concentration limits and other controls for operational, market-integrity, security, liquidity or regulatory purposes.

- 10.6. Once an Order has executed, the Transaction is final and binding except where FlareX is entitled or required to reverse, cancel, correct or adjust it under the laws and regulatory requirements governing the Service or because of Manifest Error, fraud, unauthorised activity or a material system malfunction.
- 10.7. Where an executed Transaction resulted from a Manifest Error, FlareX may correct, cancel or reverse the affected entry only where the error is objectively identifiable and the correction is reasonably necessary to restore the position that would have existed had the error not occurred. FlareX will notify the Client of a material correction as soon as reasonably practicable. A genuine movement in the market price of a Crypto Asset, however rapid or adverse, is not a Manifest Error.

11. PRICING, LIQUIDITY & MARKET DATA

- 11.1. Prices, charts, order books, analytics and other market information may be generated by FlareX or obtained from third-party sources and may be delayed, interrupted, incomplete or erroneous.
- 11.2. A price identified as indicative is not an executable price. The executable price is the price at which the relevant Order is actually matched or executed under the execution method.
- 11.3. Where FlareX sources liquidity or executes through third-party venues or liquidity providers, those arrangements are separate from the Client's relationship with FlareX unless expressly disclosed otherwise.
- 11.4. FlareX does not warrant uninterrupted liquidity, continuous two-way pricing, any particular market depth or the ability to execute a Transaction at a displayed price.
- 11.5. The Client shall not redistribute market data except as expressly permitted by FlareX or the relevant data licensor.

12. FEES & CHARGES

- 12.1. The Client shall pay all Fees and Charges applicable to the Services and authorises FlareX to debit them from the Client Account or amounts otherwise due to the Client.
- 12.2. Fees and Charges may include trading fees, maker/taker fees, spreads, conversion charges, custody charges, banking charges, blockchain or network fees, withdrawal fees, recovery fees and third-party charges.
- 12.3. The applicable Fees and Charges will be disclosed through the Website, Trading Platform, Fees Schedule or transaction flow before or in connection with the relevant Service, as required by law or a binding regulatory requirement.
- 12.4. FlareX may amend Fees and Charges on reasonable notice, subject to the laws and regulatory requirements governing the Service. Network fees and third-party pass-through charges may change without prior notice because they are affected by external conditions.
- 12.5. FlareX may receive or pay lawful fees, commissions, rebates or other remuneration from or to third parties. Material conflicts and remuneration will be disclosed where required by law or a binding regulatory requirement.

13. FIAT DEPOSITS & WITHDRAWALS

- 13.1. Where FlareX permits Fiat deposits or withdrawals, the banking, payment and safeguarding arrangements used for Client money will be those which FlareX is legally permitted to use for the Service concerned. FlareX will

identify the payment route and any material safeguarding feature through the Trading Platform, Client Portal or transaction flow. Nothing in this Agreement represents that Client Fiat is held in a trust account, segregated account or other protected arrangement unless FlareX expressly confirms that this is the arrangement used.

- 13.2. Unless FlareX expressly permits otherwise after appropriate verification, Fiat deposits must originate from, and Fiat withdrawals must be paid to, a Client Bank Account held in the Client's own name.
- 13.3. FlareX may reject or return third-party, cash, anonymous or unsupported deposits and may recover reasonable costs arising from such return.
- 13.4. A credit reflected in the Client Account before final settlement by a bank or payment provider may be provisional and may be reversed if settlement fails or is reversed.
- 13.5. No interest accrues on Fiat balances unless FlareX expressly agrees otherwise in writing and is legally permitted to do so.

14. CRYPTO ASSET DEPOSITS & WITHDRAWALS

- 14.1. A Crypto Asset deposit must use the Supported Crypto Asset, Blockchain, network, token standard, Crypto Asset Address and, where applicable, destination tag or memo specified by FlareX.
- 14.2. The fact that an unsupported asset reaches an address generated or controlled by FlareX does not create an obligation to support, credit or recover it.
- 14.3. FlareX is not obliged to recover an unsupported or incorrectly transferred Crypto Asset. Any recovery attempt is discretionary, may be unsuccessful, may take substantial time and may be subject to a recovery fee.
- 14.4. The Client is solely responsible for verifying all withdrawal details, including the recipient address, network, token standard, destination tag or memo and compatibility of the receiving wallet or CASP.
- 14.5. Once a withdrawal is submitted to the relevant Blockchain it may be irreversible and may not be capable of cancellation, recall or recovery.
- 14.6. FlareX may prescribe confirmation thresholds, withdrawal limits, cooling-off periods, address whitelisting, multi-factor authentication and enhanced verification for withdrawals.
- 14.7. FlareX may delay, reject, restrict or cancel a deposit or withdrawal for customer due diligence, Travel Rule compliance, sanctions screening, fraud prevention, security, blockchain confirmations, network congestion, banking requirements, legal process or other legitimate risk-management purposes.

15. CUSTODY

- 15.1. Where FlareX provides or arranges custody or safeguarding of Crypto Assets, the custody architecture, wallet structure, control of private keys and use of any third-party custodian will be structured and operated in the manner permitted for the Service concerned under South African law and FlareX's regulatory permissions. FlareX will maintain records sufficient to identify the Client's recorded entitlement to Crypto Assets held or safeguarded through the Service.
- 15.2. Crypto Assets may be held through pooled or individual wallet arrangements, hot or cold storage, or a third-party custodian, according to the custody architecture used by FlareX from time to time. The use of a particular arrangement does not of itself alter the Client's recorded entitlement. FlareX will not describe a custody

arrangement as segregated, trust-held or insolvency remote unless that description accurately reflects the legal and operational arrangement in place.

- 15.3. The legal character of a Client's interest in Crypto Assets held through the Service depends on the custody structure, the manner in which the relevant Crypto Asset is held and the law governing that arrangement. FlareX will not lend, pledge, rehypothecate or otherwise use a Client's Crypto Assets for its own account unless the Client has entered into separate terms which expressly permit that use and the arrangement is lawfully offered.
- 15.4. FlareX shall not lend, pledge, rehypothecate or otherwise use Client Crypto Assets for its own account unless the Client has expressly agreed to a separate product permitting such use and that product is lawful and within the applicable regulatory permissions.
- 15.5. Custody arrangements involve operational, cyber, insolvency and third-party risks. The legal treatment of Crypto Assets in an insolvency may depend on the custody structure, the relevant asset and the laws and regulatory requirements governing the relevant Service.
- 15.6. No staking, lending, yield, earn, borrowing, margin or similar functionality forms part of the Services unless FlareX expressly introduces that functionality under separate product terms and after determining the applicable regulatory requirements.

16. CLIENT ACCOUNT

- 16.1. FlareX shall maintain records of Transactions and Fiat and Crypto Asset balances allocated to the Client Account.
- 16.2. Statements, transaction histories and confirmations may be provided electronically through the Client Portal, email or another durable medium.
- 16.3. The Client must review statements and transaction records promptly and notify FlareX of any apparent error or unauthorised Transaction without undue delay. Failure to notify FlareX does not waive a statutory right that cannot lawfully be waived.
- 16.4. FlareX may reconcile, correct or adjust Client Account records to rectify a Manifest Error, duplicate credit, failed settlement or other accounting or operational error. The Client has no entitlement to assets or money credited in error.
- 16.5. FlareX may set off amounts due and payable by the Client against amounts due and payable by FlareX to the Client to the extent permitted by law or a binding regulatory requirement and without prejudicing any statutory protection applicable to client assets.

17. SUPPORTED CRYPTO ASSETS & DELISTING

- 17.1. FlareX determines which Crypto Assets, Blockchains, networks and token standards it supports, subject to the laws and regulatory requirements governing the Service and its governance and/or risk processes.
- 17.2. Support for a Crypto Asset does not imply support for every chain, layer, bridge, wrapped version, smart contract, protocol, staking feature, governance right, airdrop, fork or other functionality associated with it.
- 17.3. If a fork, airdrop, protocol upgrade, migration, re-denomination, chain split or similar event occurs, FlareX may suspend deposits, withdrawals or Trading and determine whether and how to support the resulting asset, network or functionality.

- 17.4. FlareX is not obliged to support or distribute a forked asset, airdrop, token entitlement or protocol benefit unless it expressly announces otherwise.
- 17.5. FlareX may suspend or delist a Crypto Asset or trading pair because of legal or regulatory requirements, security concerns, network instability, insufficient liquidity, issuer or protocol events, market-integrity concerns, custody limitations, fraud risk or other material risk.
- 17.6. Where reasonably practicable and lawful, FlareX will give affected Clients notice of a delisting and a reasonable opportunity to trade or withdraw the relevant Crypto Asset; urgent circumstances may require immediate action.

18. STABLECOINS & TOKENS

- 18.1. A stablecoin or other Crypto Asset described as linked, pegged or referenced to a currency, commodity or other asset may lose that peg or reference value and may become illiquid or worthless.
- 18.2. FlareX does not guarantee the reserves, redemption rights, solvency, governance, legal status or operational resilience of any stablecoin issuer, token issuer, protocol, bridge or smart contract.
- 18.3. The Client is responsible for reviewing token-specific disclosures and understanding that rights attaching to a Crypto Asset may differ materially from rights attaching to bank deposits, securities, collective investment scheme participatory interests or legal tender.

19. ELECTRONIC SYSTEMS & SECURITY

- 19.1. The Client is responsible for maintaining the confidentiality and security of Access Codes, devices, email accounts, SIM cards and authentication methods used to access the Client Account.
- 19.2. The Client shall use mandatory security measures required by FlareX and should use additional features made available, including multi-factor authentication and withdrawal-address controls.
- 19.3. The Client shall immediately notify FlareX if it suspects unauthorised access, compromise of Access Codes, phishing, fraud, SIM-swap, device compromise or an unauthorised Transaction.
- 19.4. FlareX may suspend, revoke or reset Access Codes or restrict access where it reasonably suspects a security incident or where necessary to protect the Client, FlareX, other clients or the Electronic Systems.
- 19.5. The Client shall not introduce malware, interfere with systems, circumvent controls, reverse engineer the Trading Platform, conduct denial-of-service activity, scrape restricted data or use automated means except through an API expressly authorised by FlareX.
- 19.6. The Electronic Systems may be unavailable because of maintenance, outages, telecommunications failures, cyber incidents, excessive transaction volumes, third-party failures or other technical conditions. FlareX does not guarantee continuous or error-free access.

20. API & AUTOMATED ACCESS

- 20.1. Where FlareX permits API access, the Client is responsible for API keys, permissions, connected applications, algorithms and systems using those credentials.
- 20.2. FlareX may impose rate limits, permissions, trading limits and technical standards and may suspend API access where necessary for security, system stability, market integrity or regulatory compliance.

- 20.3. The Client bears the risk of Orders generated by its own software or third-party applications authorised by the Client, except to the extent a loss is caused by FlareX's conduct for which liability cannot lawfully be excluded.

21. RECORDS & EVIDENCE

- 21.1. FlareX may record telephone calls, electronic communications, support interactions, Orders, instructions, login events, IP addresses, device information and other records for security, evidential, compliance, quality-assurance and regulatory purposes.
- 21.2. FlareX shall retain records for the periods required by law or a binding regulatory requirement and its lawful retention policies.
- 21.3. In the absence of Manifest Error, FlareX's electronic records constitute prima facie evidence of the matters recorded, without limiting the Client's right to prove the contrary.
- 21.4. The Client consents to the use of electronic records and communications as evidence to the extent permitted by law or a binding regulatory requirement.

22. PERSONAL INFORMATION

- 22.1. FlareX shall process personal information in accordance with POPIA, the laws and regulatory requirements governing the relevant Service and its Privacy Policy.
- 22.2. Personal information may be processed for onboarding, client servicing, customer due diligence, sanctions and fraud controls, security, transaction processing, Travel Rule compliance, regulatory reporting, complaints, record keeping, analytics and other lawful purposes.
- 22.3. FlareX may disclose personal information to regulators, law-enforcement bodies, courts, banks, payment providers, Custodians, identity-verification providers, Travel Rule counterparties, technology providers and other service providers where lawful and reasonably necessary.
- 22.4. Personal information may be processed outside South Africa where permitted by POPIA and subject to applicable safeguards.
- 22.5. The Client warrants that personal information supplied concerning an Authorised Person, beneficial owner, director, employee, beneficiary or other third party is lawfully provided.

23. EXCHANGE CONTROL & TAX

- 23.1. The Client is responsible for determining and complying with exchange-control, capital-flow-management, tax, reporting and other legal requirements applicable to the Client and the Client's Transactions.
- 23.2. FlareX may restrict or refuse a cross-border or foreign-linked Transaction where it reasonably considers that the Transaction may contravene exchange-control or capital-flow-management requirements or where supporting evidence is insufficient.
- 23.3. The Client shall not use Crypto Assets or the Services to externalise capital, circumvent exchange-control restrictions or disguise the true nature of a cross-border transaction.
- 23.4. FlareX does not provide tax, exchange-control or legal advice under this Agreement. The Client remains responsible for all taxes, duties, levies and reporting obligations arising from its Transactions.

- 23.5. FlareX may provide information concerning the Client and the Client's Transactions to the South African Revenue Service and other competent tax authorities where tax legislation or an international tax reporting standard implemented in South Africa requires it. The Client remains responsible for obtaining tax advice and for making all returns and payments required from the Client.

24. CONFLICTS OF INTEREST & FAIR TREATMENT

- 24.1. FlareX will identify and manage conflicts of interest in accordance with FAIS, the General Code of Conduct and its conflict-of-interest management arrangements. A conflict may arise, among other circumstances, where FlareX receives remuneration from a third party, provides liquidity, determines a client-facing price or spread, routes an Order to a connected or preferred provider, or provides more than one regulated service to the same Client.
- 24.2. FlareX may act for other clients, use third-party liquidity or custody providers, earn fees from Transactions and have commercial relationships with service providers. Such circumstances do not of themselves constitute a breach, provided conflicts are managed and disclosed as required by law or a binding regulatory requirement.
- 24.3. FlareX shall not represent that regulatory authorisation constitutes approval, endorsement or a guarantee by the FSCA of a Crypto Asset or its future performance.

25. PROHIBITED ACTIVITY

- 25.1. The Client may not use the Services for fraud, money laundering, terrorist financing, sanctions evasion, unlawful market conduct, manipulation of the Trading Platform, wash trading, spoofing, layering, abusive self-trading, false or misleading orders, unauthorised access, circumvention of limits or controls, or any other conduct which FlareX reasonably regards as threatening the integrity of its market or systems. This prohibition applies whether or not the conduct constitutes a statutory market-abuse offence in relation to the particular Crypto Asset.
- 25.2. The Client represents and warrants that he/she 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:
- 25.2.1. wash trading;
 - 25.2.2. matched or fictitious transactions;
 - 25.2.3. spoofing;
 - 25.2.4. scalping;
 - 25.2.5. layering;
 - 25.2.6. pump-and-dump schemes and/or conduct;
 - 25.2.7. collusive trading and/or manipulation of price, volume, liquidity or market appearance;
 - 25.2.8. abuse of Manifest Errors, stale prices, latency, system defects, promotions, fee structures or technological vulnerabilities;
 - 25.2.9. use of stolen, hacked, fraudulently obtained or unlawfully controlled funds or Crypto Assets;
 - 25.2.10. circumvention of account, withdrawal, geographic, sanctions, verification, security or transaction limits;
 - 25.2.11. use of multiple, related or nominee accounts to conceal identity, beneficial ownership, control or coordinated activity;

- 25.2.12. ransomware, extortion, scams, fraud, darknet-market activity, unlawful gambling, sanctions evasion or other unlawful activity;
- 25.2.13. interference with the Electronic Systems, market data, APIs or security controls;
- 25.2.14. any trading practices FlareX deems mala fide; and/or,
- 25.2.15. any conduct that contravenes the laws and regulatory requirements governing the relevant Service or that FlareX reasonably determines threatens clients, market integrity, system security or regulatory compliance.
- 25.3. Where FlareX reasonably suspects Prohibited Activity, it may cancel open Orders, restrict Trading, restrict withdrawals, correct Manifest Errors, suspend the Client Account, preserve records, require information and report conduct to competent authorities, subject to the laws and regulatory requirements governing the Service.
- 25.4. A material instance of Prohibited Activity constitutes a material breach of this Agreement.

26. RISK ACKNOWLEDGEMENT

- 26.1. The Client acknowledges that Crypto Assets involve material financial, technological, operational, liquidity, legal and regulatory risk and may not be suitable for every person.
 - 26.1.1. Crypto Assets are speculative, volatile and capable of losing a substantial proportion or the entirety of their value;
 - 26.1.2. Crypto Asset markets may experience illiquidity, price gaps, slippage, manipulation, extreme volatility, suspension, delisting and unreliable or fragmented pricing;
 - 26.1.3. Blockchains may experience congestion, outages, validator or consensus failures, cyber-attacks, forks, protocol changes, bugs, exploits, smart-contract failures or governance events;
 - 26.1.4. Crypto Asset transfers may be irreversible and an incorrect address, network, token standard, destination tag or memo may cause permanent loss;
 - 26.1.5. Custody may involve pooled wallets, third-party Custodians, key-management risks, cyber risks and insolvency risks;
 - 26.1.6. Stablecoins may de-peg and token issuers, protocols, bridges or service providers may fail;
 - 26.1.7. Regulatory, tax, sanctions, exchange-control and legal treatment may change and may affect availability, transferability or value;
 - 26.1.8. Electronic Systems, banks, telecommunications networks, payment systems and third-party infrastructure may fail or be interrupted; and
 - 26.1.9. Past performance, historical prices, market capitalisation, listing on the Trading Platform or information supplied by FlareX is not a reliable indicator or guarantee of future performance.
- 26.2. The Client should not acquire or trade Crypto Assets with funds that the Client cannot afford to lose and should obtain independent professional advice where appropriate.
- 26.3. The Client confirms that it has read and accepted the Risk Disclosure incorporated into this Agreement.

27. WARRANTIES & UNDERTAKINGS

- 27.1. The Client represents, warrants and undertakes that the Client has full legal capacity and authority to enter into and perform this Agreement;

- 27.2. The Client represents, warrants and undertakes that all information supplied to FlareX is complete, accurate, current and not misleading;
- 27.3. The Client represents, warrants and undertakes that the Client acts for its own account unless another capacity has been expressly approved by FlareX;
- 27.4. The Client represents, warrants and undertakes that the Client is the lawful owner or authorised controller of funds and Crypto Assets used in connection with the Services and they are not proceeds of unlawful activity;
- 27.5. The Client represents, warrants and undertakes that each Transaction is entered into voluntarily and on the Client's own judgment, subject to any Advice separately and expressly rendered by FlareX;
- 27.6. The Client represents, warrants and undertakes that the Client understands the nature and risks of the Services and Supported Crypto Assets used by it;
- 27.7. The Client represents, warrants and undertakes that the Client will comply with the laws and regulatory requirements governing the relevant Service, this Agreement and the Platform Rules;
- 27.8. The Client represents, warrants and undertakes that the Client will not permit unauthorised persons to operate the Client Account; and,
- 27.9. The Client represents, warrants and undertakes that where the Client is a juristic person or legal arrangement, all corporate, trustee, partnership or other approvals required to enter into this Agreement have been obtained and remain effective.
- 27.10. Each representation and warranty is deemed repeated whenever the Client submits a Transaction, to the extent applicable at that time.
- 27.11. The Client shall notify FlareX promptly if a representation or warranty becomes materially inaccurate.

28. SUSPENSION & RESTRICTION

- 28.1. FlareX may restrict or suspend the Client Account, a Service, a Crypto Asset, a trading pair, deposits, withdrawals or Orders where reasonably necessary because of suspected fraud, unauthorised access, financial crime, sanctions exposure, Prohibited Activity, legal or regulatory risk, a court or regulatory direction, security risk, technical failure, network event, liquidity concern, custody issue, banking issue or material breach.
- 28.2. Where legally permitted and reasonably practicable, FlareX will communicate the nature of a material restriction. FlareX may act without prior notice where immediate action is reasonably necessary or notice is prohibited.
- 28.3. A restriction may remain in place while FlareX investigates, awaits information, performs compliance checks or receives instructions from a competent authority.

29. TERMINATION

- 29.1. The Client may request closure of the Client Account at any time, subject to cancellation or completion of open Orders, settlement of outstanding obligations, withdrawal or disposal of remaining balances and any restriction required by law or a binding regulatory requirement.
- 29.2. FlareX may terminate this Agreement or a Service on reasonable notice for commercial, operational, legal, regulatory, banking, custody, liquidity or risk-management reasons.

- 29.3. FlareX may terminate immediately for material breach, fraud, Prohibited Activity, material misrepresentation, sanctions or financial-crime risk, unauthorised access, insolvency-related risk, or where required by law or a binding regulatory requirement or a competent authority.
- 29.4. On termination, FlareX may cancel open Orders and require the Client to withdraw or dispose of remaining assets within a specified reasonable period, subject to legal restrictions.
- 29.5. If the Client fails to withdraw or dispose of remaining assets, FlareX may take steps permitted by law or a binding regulatory requirement and its dormant-account or unclaimed-property procedures.
- 29.6. Termination does not affect accrued rights and obligations or provisions intended by their nature to survive, including confidentiality, data processing, records, liability, indemnity, dispute resolution and amounts due.

30. DEATH, INCAPACITY, INSOLVENCY & DORMANT ACCOUNTS

- 30.1. On satisfactory evidence of death, incapacity, sequestration, liquidation, business rescue or other legal disability, FlareX may restrict the Client Account and require documents reasonably necessary before acting on instructions from an executor, trustee, liquidator, business rescue practitioner, curator or other lawful representative.
- 30.2. FlareX may classify a Client Account as dormant after a period of inactivity determined under its policies and the laws and regulatory requirements governing the relevant Service and may take reasonable steps to contact the Client.
- 30.3. Assets in a dormant or closed Client Account shall be dealt with in accordance with the laws and regulatory requirements governing the relevant Service and FlareX's applicable policy.

31. LIMITATION OF LIABILITY

- 31.1. Nothing in this Agreement excludes, restricts or purports to exclude or restrict any liability, statutory obligation, regulatory duty or Client right which may not lawfully be excluded or restricted.
- 31.2. Subject to clause 31.1 and to the fullest extent permitted by law or a binding regulatory requirement, FlareX is not liable for indirect, consequential, special or punitive loss, loss of profit, loss of opportunity or loss arising solely from market movements.
- 31.3. Subject to clause 31.1, FlareX is not liable for loss caused by Blockchain congestion or failure, forks, protocol changes, unsupported assets or networks, incorrect Client instructions, compromise of Client credentials or devices, third-party banking, custody, telecommunications or infrastructure failures, or action reasonably taken to comply with the laws and regulatory requirements governing the relevant Service.
- 31.4. FlareX is not liable for a failure or delay caused by an event beyond its reasonable control, including natural disaster, war, civil disorder, government action, sanctions, cyber-attack, telecommunications failure, power failure, market disruption, Blockchain failure or failure of a material third-party provider, provided FlareX takes reasonable steps appropriate in the circumstances.
- 31.5. Any liability shall be determined having regard to the Client's own acts or omissions, including failure to comply with security requirements, verify Transaction details, provide accurate information or mitigate loss.
- 31.6. No provision of this clause excludes liability for fraud, wilful misconduct, gross negligence or any other liability to the extent such exclusion is prohibited by law.

32. INDEMNITY

- 32.1. To the fullest extent permitted by law or a binding regulatory requirement, the Client indemnifies FlareX and its directors, officers, employees and agents against third-party claims, losses, liabilities, costs and expenses arising from the Client's material breach of this Agreement, unlawful use of the Services, infringement of third-party rights, provision of false or misleading information, or violation of the laws and regulatory requirements governing the relevant Service.
- 32.2. The indemnity does not apply to the extent that a loss is caused by FlareX's fraud, wilful misconduct or gross negligence or where the indemnity is otherwise prohibited by law or a binding regulatory requirement.
- 32.3. Each indemnity in this clause is a separate and independent obligation and survives termination.

33. COMPLAINTS

- 33.1. A complaint must first be submitted to FlareX through the complaints channel identified on the Website and will be dealt with under FlareX's Complaints Management Framework or Complaints Policy and the laws and regulatory requirements governing the relevant Service.
- 33.2. The complaint should identify the Client, the relevant Transaction or conduct, the relief sought and supporting information.
- 33.3. FlareX will investigate complaints fairly and communicate outcomes within applicable regulatory timeframes.
- 33.4. If a complaint is not resolved to the Client's satisfaction, the Client may have a right to refer the matter to the Office of the Ombud for Financial Services Providers or another competent ombud, regulator, tribunal or court where that body has jurisdiction.
- 33.5. Nothing in this Agreement requires a Client to waive a statutory complaint or ombud right.

34. DISPUTE RESOLUTION

- 34.1. Subject to any statutory complaint, ombud or tribunal right, the Parties shall first attempt in good faith to resolve a dispute by written engagement between appropriately authorised representatives.
- 34.2. If a commercial dispute not falling within mandatory ombud or tribunal jurisdiction remains unresolved for 10 Business Days after written declaration of the dispute, either Party may refer it to arbitration in South Africa under the Arbitration Act 42 of 1965, unless the Parties agree otherwise.
- 34.3. The arbitrator shall be a practising advocate or attorney of not less than 10 years' standing agreed by the Parties or, failing agreement within 10 Business Days, appointed on request by the chairperson or president of an appropriate South African professional body.
- 34.4. The arbitration may be conducted on an expedited and confidential basis and the arbitrator may grant any relief a court of competent jurisdiction could grant, subject to the laws and regulatory requirements governing the Service.
- 34.5. Nothing in this clause prevents a Party from seeking urgent or interim relief from a court, enforcing an arbitral award, exercising a statutory ombud right, or approaching a court where arbitration may not lawfully be imposed.

35. CONFIDENTIALITY

- 35.1. Each Party shall keep the other Party's non-public confidential information confidential and use it only for purposes connected with this Agreement, except where disclosure is required to provide the Services, comply with the laws and regulatory requirements governing the relevant Service, enforce rights or obtain professional advice.
- 35.2. Confidentiality does not apply to information that is public other than through breach, was lawfully known before disclosure, or is lawfully received from a third party without restriction.
- 35.3. FlareX may disclose Client and Transaction information to regulators, law-enforcement bodies, courts, banks, payment providers, Custodians, Travel Rule counterparties and service providers where lawful and reasonably necessary.
- 35.4. The Client shall not misuse confidential information concerning FlareX's security, systems, pricing mechanisms, operations or other clients.
- 35.5. This clause survives termination.

36. INTELLECTUAL PROPERTY

- 36.1. All rights, title and interest in the Website, Trading Platform, software, databases, trademarks, content, interfaces, APIs and other intellectual property used in connection with the Services remain vested in FlareX or its licensors.
- 36.2. The Client receives a limited, revocable, non-exclusive and non-transferable right to use the Electronic Systems solely for lawful access to the Services.
- 36.3. Except as permitted by law or a binding regulatory requirement or expressly authorised by FlareX, the Client may not copy, reproduce, modify, distribute, reverse engineer, scrape, commercially exploit or create derivative works from FlareX's intellectual property.

37. CESSION, ASSIGNMENT & OUTSOURCING

- 37.1. The Client may not cede, assign, transfer or delegate a right or obligation under this Agreement without FlareX's prior written consent.
- 37.2. FlareX may cede, assign, transfer or delegate rights or obligations to an affiliate, successor or third party as part of a bona fide restructuring, transfer of business or service arrangement, subject to the laws and regulatory requirements governing the Service and without unlawfully diminishing the Client's rights.
- 37.3. FlareX may outsource operational functions to third parties subject to its regulatory obligations. Outsourcing does not relieve FlareX of obligations that the law governing the Service requires it to retain.

38. AMENDMENTS

- 38.1. FlareX may amend this Agreement where reasonably required by changes in the laws and regulatory requirements governing the relevant Service, regulatory guidance, technology, security, Services, market practice or business operations.

- 38.2. Where an amendment materially affects the Client's rights or obligations, FlareX will give reasonable notice through email, the Client Portal, Website or another durable electronic communication unless an immediate change is required by law or urgent security or operational circumstances.
- 38.3. An amendment will not retrospectively alter an executed Transaction except where required by law or a binding regulatory requirement or necessary to correct a Manifest Error.

39. BREACH

- 39.1. If a Party commits a material breach capable of remedy and fails to remedy it within 7 Business Days after written notice requiring remedy, the innocent Party may claim specific performance and/or terminate this Agreement, subject to this Agreement and the laws and regulatory requirements governing the relevant Service.
- 39.2. FlareX need not provide a remedy period where the breach is incapable of remedy, involves fraud, Prohibited Activity, security compromise, financial crime, sanctions exposure, unlawful conduct or creates an immediate material regulatory or client-protection risk.
- 39.3. The exercise of a contractual remedy does not limit a regulatory, statutory or common-law remedy that cannot lawfully be excluded.

40. NOTICES & DOMICILIUM

- 40.1. FlareX chooses as its *domicilium citandi et executandi*: Sasol Building, 50 Katharine Street, Sandton, Johannesburg, 2196, or such replacement physical address as FlareX notifies to the Client.
- 40.2. The Client chooses the physical and electronic addresses supplied in the Application Form and shall keep all contact details current.
- 40.3. Operational and contractual notices may be delivered by email, SMS, in-app notification, the Client Portal or the Website where permitted by law or a binding regulatory requirement. Formal legal process must be served in the manner required by law.
- 40.4. An electronic notice sent to the Client's registered address is deemed received in the ordinary course unless the contrary is proved or the laws and regulatory requirements governing the relevant Service prescribes another rule.
- 40.5. Either Party may change its *domicilium* by written notice to the other, provided a physical *domicilium* remains within the Republic of South Africa where required for service.

41. GENERAL

- 41.1. This Agreement and the documents expressly incorporated into it constitute the whole agreement between the Parties concerning the Services governed by it.
- 41.2. No failure or delay to exercise a right constitutes a waiver. A waiver is effective only if in writing and only for the specific instance for which it is given.
- 41.3. If a provision is invalid or unenforceable, it shall be severed or read down to the minimum extent necessary without affecting the remaining provisions.
- 41.4. Rights and remedies under this Agreement are cumulative unless expressly stated otherwise.

- 41.5. The Client may not rely on a representation not recorded in this Agreement or an incorporated disclosure, except where the law governing the Service provides otherwise.
- 41.6. This Agreement may be accepted electronically and electronic acceptance has the same force as signature to the extent permitted by the Electronic Communications and Transactions Act and other the laws and regulatory requirements governing the relevant Service.
- 41.7. A person accepting this Agreement for a juristic person warrants that he or she is duly authorised to bind that person.

42. JURISDICTION

- 42.1. This Agreement is governed by the laws of the Republic of South Africa.
- 42.2. Subject to clause 34 and any mandatory statutory, ombud or tribunal jurisdiction, the Parties submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, and any other South African court having competent jurisdiction.
- 42.3. Nothing in this Agreement limits a Client right or remedy that may not lawfully be limited.

43. REGULATORY DISCLOSURE

- 43.1. FlareX is Flare FX (Pty) Ltd, registration number 2023/202257/07, an authorised Category I financial services provider, FSP No. 54894. Its authorisation includes specified financial services in respect of Crypto Assets. Its description as a crypto asset service provider records the capacity in which it renders those financial services under FAIS; it does not constitute a separate licence or an endorsement by the FSCA of FlareX, the Trading Platform or any Crypto Asset.
- 43.2. FlareX will make the disclosures required of an authorised financial services provider available to the Client through this Agreement, the onboarding process, the Website or another durable electronic medium. Those disclosures include its contact particulars, the financial products and services for which it is authorised, its complaints arrangements, conflict-of-interest arrangements, compliance function and any remuneration or product-supplier relationship which must be disclosed.
- 43.3. The listing, support or continued availability of a Crypto Asset does not amount to Advice, a recommendation or an endorsement of the issuer, promoter, protocol, network or Crypto Asset and is not a representation as to legality, solvency, security, value, liquidity or future performance.
- 43.4. References to the FlareX "exchange" or "Crypto Asset exchange" describe the trading functionality made available through the Trading Platform. They do not represent that FlareX is licensed as an exchange under the Financial Markets Act 19 of 2012.

44. EXECUTION METHOD, PRICING & CAPACITY

- 44.1. FlareX may execute or facilitate a spot Crypto Asset Transaction by using the execution method made available for the relevant trading pair or Order type. Depending on the Service, this may involve matching Orders, routing an Order to a liquidity source or trading venue, obtaining liquidity from a third party, or another execution arrangement which FlareX is lawfully permitted to use.

- 44.2. FlareX will not be treated as principal, agent, broker, market maker or counterparty merely because the Transaction is concluded through the Trading Platform. Its capacity in relation to a Transaction is determined by the execution arrangement actually used for that Transaction and the legal requirements governing that arrangement.
- 44.3. Where FlareX determines or contributes to a client-facing price, the price may incorporate a spread or other disclosed charge. Where FlareX routes or sources liquidity from a third party, the price available to the Client may differ from a price displayed by another venue or data provider. Fees, spreads and other charges will be disclosed through the Fees Schedule, Trading Platform or transaction flow before or in connection with the Transaction as required by law.
- 44.4. FlareX will maintain execution, pricing and conflict-management arrangements appropriate to the execution model used. The Client has no right to require a particular external venue, liquidity provider or routing method unless FlareX expressly offers that functionality.

45. TAX RESIDENCY, CARF & REGULATORY REPORTING

- 45.1. South Africa has implemented the Crypto-Asset Reporting Framework under the Tax Administration Act 28 of 2011. Where FlareX is a Reporting Crypto-Asset Service Provider in relation to a Client or Transaction, FlareX must perform the due diligence and reporting required by that framework.
- 45.2. The Client must provide the information and self-certifications reasonably required for tax reporting, including the Client's full legal name, identity or registration information, address, country or countries of tax residence, tax identification number or tax reference number and any information required in respect of a controlling person or other reportable person.
- 45.3. The Client must notify FlareX promptly of a change in circumstances which affects tax residence, reportable status or the accuracy of a tax self-certification. FlareX may require a replacement self-certification or supporting evidence.
- 45.4. FlareX may collect, retain and report information concerning reportable Crypto Asset users, wallets and Transactions to SARS and may provide that information for lawful exchange with a foreign tax authority. Reportable information may include exchanges between Crypto Assets, purchases and disposals involving Fiat, wallet transfers and other transaction categories prescribed under the Crypto-Asset Reporting Framework.
- 45.5. If the Client does not provide information which FlareX is required to obtain for tax due diligence or reporting, FlareX may restrict a Service or Transaction to the extent reasonably necessary to comply with the reporting regime. Nothing in this clause transfers the Client's own tax obligations to FlareX.

46. PERSONAL INFORMATION & REGULATORY DISCLOSURES

- 46.1. FlareX processes personal information for onboarding, identity and authority verification, account administration, execution and settlement, custody, security, fraud prevention, financial-crime controls, Travel Rule compliance, tax reporting, complaints, record keeping and the establishment, exercise or defence of legal rights.
- 46.2. Processing is undertaken on the legal basis appropriate to the purpose concerned, including performance of this Agreement, compliance with a legal obligation, protection of legitimate interests recognised by POPIA and,

where required, consent. A Client is not asked to consent to processing which FlareX is independently required by law to perform.

- 46.3. Personal information may be provided to banks, payment service providers, custodians, identity-verification providers, blockchain analytics providers, Travel Rule counterparties, technology and cloud providers, professional advisers, regulators, law-enforcement authorities and tax authorities where the disclosure is lawful and connected with the purpose for which the information is processed.
- 46.4. Where personal information is transferred outside South Africa, FlareX will use a basis for cross-border transfer recognised by section 72 of POPIA. FlareX will retain personal information and regulatory records for the periods required by the law governing the particular record and thereafter only while a lawful retention basis remains.

47. CROSS-BORDER CRYPTO ASSET TRANSACTIONS

- 47.1. Cross-border Crypto Asset transactions are subject to South Africa's exchange-control and capital-flow rules as they stand when the Transaction is requested. Those rules are distinct from FlareX's FAIS authorisation and may restrict a transfer which would otherwise be technically possible through a Blockchain.
- 47.2. FlareX may require information concerning the source, destination, purpose, beneficial owner, wallet, offshore service provider or other circumstances of a proposed cross-border transfer and may delay, refuse or restrict the transfer where the transaction cannot lawfully be processed or where a permission, allowance, reporting step or regulatory approval is required.
- 47.3. A draft South African framework for cross-border Crypto Asset transactions and authorised crypto asset service providers was published for consultation in 2026. Unless and until that framework takes legal effect, it does not create a contractual right to make a cross-border transfer. If the framework or any replacement regime takes effect, FlareX may adapt its cross-border Services and controls to comply with it.

48. INSOLVENCY

- 48.1. The legal treatment of Fiat and Crypto Assets held or administered through the Client Account depends on the safeguarding, custody, banking and settlement structure actually used for the relevant Service. FlareX will structure and operate those arrangements in the manner required or permitted by the laws and regulatory requirements governing that Service and will not describe an arrangement as segregated, trust-held, guaranteed or insolvency remote unless that description is legally and factually correct.
- 48.2. The insolvency of FlareX, a bank, custodian, wallet provider or other material service provider may delay access to Fiat or Crypto Assets and may require the Client's entitlement to be determined through the relevant insolvency and property-law process. No Crypto Asset or Fiat balance is protected by deposit insurance or another compensation arrangement merely because it is displayed in the Client Account.
- 48.3. FlareX will keep records and perform reconciliations appropriate to the client-asset architecture it uses. Nothing in this Agreement is intended to confer on FlareX a right to use Client Crypto Assets for lending, staking, rehypothecation or proprietary purposes unless the Client separately agrees to a product which lawfully permits that use.

49. STABLECOINS & DELISTING

- 49.1. A stablecoin may fail to maintain its intended reference value. The Client bears issuer, reserve, redemption, liquidity, network and de-pegging risk. FlareX does not undertake to redeem a stablecoin with its issuer, at par or otherwise, unless FlareX expressly offers that redemption service.
- 49.2. If FlareX delists or ceases to support a Crypto Asset, it may require the Client, on reasonable notice where circumstances permit, to sell, convert or withdraw the asset. If the Client does not act within the stated period, FlareX may, where lawful and operationally practicable, convert the asset, transfer it to an address supplied by the Client, continue to hold it on a restricted basis, or take another reasonable step stated in the delisting notice.

50. IMPORTANT RISK ACKNOWLEDGEMENTS

- 50.1. Crypto Assets are speculative and volatile and may lose all or substantially all of their value. Neither the FSCA nor the South African Reserve Bank guarantees a Crypto Asset or a Client's investment.
- 50.2. Blockchain transactions may be irreversible. An incorrect address, network or token standard may cause permanent loss. Private-key compromise, cyberattack, protocol failure, smart-contract failure, forks, migrations, airdrops, network congestion and third-party custody failures may result in loss or delay.
- 50.3. Market prices and liquidity may differ materially between venues and may change before an Order is executed. Regulatory or tax treatment may change and may affect the availability, transferability, taxation or value of a Crypto Asset.
- 50.4. The Client should obtain independent financial, legal and tax advice where appropriate and should not commit funds which the Client cannot afford to lose.

SIGNATURE

The Client may accept this Agreement electronically through the FlareX onboarding or account process. Where wet-ink or electronic signatures are used, the signature blocks below may be completed.

THUS, DONE and SIGNED at _____ on this the _____ day of _____ 20____.

For and on behalf of the Client

Name: _____

Capacity (if applicable): _____

THUS, DONE and SIGNED at _____ on this the _____ day of _____ 20____.

For and on behalf of Flare FX (Pty) Ltd t/a FlareX

Name: _____

Capacity: _____



5th Floor Sasol Place
50 Katherine Street
Wierda Valley