



ONSA FX (Pty) Ltd.

Terms and Conditions

Licence Number: 53192

**Registration Address: 26 Baker Street, Rosebank,
Johannesburg, South Africa, 2196**

OnsaFX is a trade name of OnsaFX (hereafter the “Company”). The Company is an Investment Firm authorised and regulated under the Financial Conduct and Services Authority (FCSA) with license number FCSA 53192. The Company is authorised to provide the investment services specified in these Trading Terms and Conditions (hereafter the “Agreement”).

The domain name www.OnsaFX.com (hereafter the “Main Website”) is operated by OnsaFX, which is the principal operating entity. OnsaFX may also register and operate other websites mainly for promotional and marketing purposes in languages other than English.

The registered office address of the Company is 26 Baker Street, Rosebank, Johannesburg, South Africa, 2196, and the telephone number is +2710 158 4439.

The Client accepts and understands that the official language of the Company is the English language. The Client should always refer to the legal documentation posted on the Main Website of the Company for all information and disclosures about the Company and its activities.

The relationship between the Client and the Company shall be governed by this Agreement. As this Agreement is a distance contract, signing of the Agreement is not required and the Agreement has the same judicial power and rights as a regular signed one. In the case where Clients prefer to have a signed Agreement, then the Client needs to print and send 2 copies to the Company, where the Company will sign and stamp the Agreements and send a copy back to the Client.

There are other materials that explain the basis of our dealings with the Client, but are not part of the Agreement. These include:

the Company’s Product Disclosure Statement and Financial Services Guide;

the Company’s website - www.OnsaFX.com

Definitions of Terms

Access Codes: Means any credentials provided by the Company for accessing the Company’s trading platform or credentials used by the Client to access the Company’s Client portal;

Applicable Regulation: Means the rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules in force from time to time;

Authorised Person: Means an individual duly authorised on behalf of the Client to perform under the present Agreement;

Balance: Means the total financial result of all fully executed transactions and deposits/withdrawals to/from an account;

Base currency: Means the main currency of the Client’s Account;

Client: Means any natural or legal person to whom the Company provides investment and/or ancillary services;

Client Account: Means any and all accounts opened by the Company for the Client under the Agreement for trading;

Client's Bank Account: Means an account held in the name of the Client and/or the name of the Company on behalf of the Client with a bank or other institution or any electronic payment provider or a credit card processor;

Client Money Rules: Means the rules relating to client money as governed under applicable laws and regulations of the FCSA.

Company: Means OnsaFX, with a registered address at 26 Baker Street, Rosebank, Johannesburg, South Africa, 2196 (phone: +2710 158 4439, email: support@onsafx.com, website: www.OnsaFX.com), and is a private limited Financial Services Company regulated by the Financial Conduct and Services Authority (FCSA) under license number FCSA 53192.

Contract Specification: Means the trading information details including spreads, swaps, margin requirements, lot sizes per each Financial Instrument offered by the Company.

FCSA Act: Means the applicable regulatory act or framework governing financial services activities in South Africa under the Financial Conduct and Services Authority.

FCSA: Means the Financial Conduct and Services Authority, the regulatory body supervising the activities of the Company.

Electronic Systems: Means any trading facility offered by the Company (e.g. MetaTrader platforms, web-based platforms, mobile platforms, etc.), including the Company's Client portal.

Equity: Means the secure part of the Client's Account, considering the open positions, bound with the balance and open positions profit/loss by the following formula:
$$\text{Equity} = \text{Balance} + / - \text{Open Positions} + / - \text{Swap} - \text{Commission}$$

Financial Instruments: Means the Financial Instruments described in paragraph 3.1 of the Agreement.

Free Margin: Means the amount of funds in the Client's Account that can be used for trading;
$$\text{Free Margin} = \text{Equity} - \text{Margin}$$

Introducing Broker: Means any legal entity or a natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company.

Margin: Means the required funds that a Client will need to open a position.

Margin Level: Means: $(\text{Equity} / \text{Margin}) * 100$; it determines the conditions of the Client's Account.

Multilateral Trading Facility: Means a multilateral system operated by an Investment Firm or

market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments—in the system and in accordance with its non-discretionary rules—in a way that results in a contract.

Power of Attorney: Means the power to authorise a third party to act on behalf of the Client in all business relationships with the Company.

Regulated Market: Means the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying and/or selling interests in financial instruments—in the system and in accordance with its non-discretionary rules—in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems.

Transaction: Means any type of transaction performed in the Client's account including, but not limited to, purchase and sale transactions involving Financial Instruments, deposits, withdrawals, etc.

2. Scope and Application

2.1 The Agreement (and any amendments to this Agreement supersedes any previous agreement between the Company and the Client on the same subject matter and takes effect between the Company and the Client.

2.2 The Agreement sets out the basis on which the Company agrees to provide Investment and Ancillary Services and Financial Instruments. Depending on the service and Financial Instrument, the Company will be subject to, among other things, as relevant, the regulations and supervisory framework of the Financial Conduct and Services Authority (FCSA), Privacy laws, and other codes of conduct and/or guidelines issued by the FCSA or any applicable legal body.

2.3 The Agreement is provided to assist the Client in making an informed decision about the Company, its services, and the risks of the provided Financial Instruments.

2.4 The Agreement should be read in its entirety in deciding whether to acquire or to continue to hold any Financial Instrument and/or to be provided by the Company any Investment and/or Ancillary Service.

2.5 The Agreement governs all investment and/or ancillary services provided by the Company.

3. Provision of Services

3.1 The Investment Services to be provided by the Company to the Client are:

i. Provision of general financial product advice for the following classes of financial products:

- Derivatives
- Foreign exchange contracts

ii. Dealing in a financial product by:

a. Issuing, applying for, acquiring, varying, or disposing of a financial product in respect of

the following classes of financial products:

- Derivatives
- Foreign exchange contracts

b. Applying for, acquiring, varying, or disposing of a financial product on behalf of another person in respect of the following classes of products:

- Derivatives
- Foreign exchange contracts

c. Making a market for the following financial products:

- Derivatives
- Foreign exchange contracts

3.2 The services of paragraph 3.1 shall involve transactions in Financial Instruments not admitted to trading on Regulated Markets or a Multilateral Trading Facility (MTF). By accepting this Agreement, the Client acknowledges and gives their express consent for executing such transactions.

3.3 The Client acknowledges that the services described in paragraph 3.1 do not constitute the provision of personal advice. Personal advice refers to advice about a financial product that is given or directed to a person in circumstances where the provider of the advice has considered one or more of the person's objectives, financial situation, and needs, or where a reasonable person might expect the provider to have considered one or more of those matters.

The Company will not provide any personal or financial product advice to the Client in relation to the terms and conditions of this Agreement or regarding the merits of any trade. The Company operates on an execution-only basis, and any advice the Company gives the Client will be general advice only. This means any advice provided is not tailored to the Client's personal circumstances.

the Client should seek professional advice as to whether the financial products that the Company offers are suitable for the Client's purposes, having regard to their objectives, financial situation, or needs. The Client should obtain the Company's Product Disclosure Statement (PDS) before making any decisions in relation to the products or services.

4. Acknowledgement of Risks

4.1 Contracts for Differences (CFDs) on spot FOREX, precious metals, futures, shares, or other commodities offered by the Company are leveraged products and involve a high level of risk. It is possible for the Client to lose all of the capital invested. Therefore, these products may not be suitable for all investors, and the Client must ensure that they fully understand the risks involved. Independent financial advice should be sought where necessary.

4.2 The Client unreservedly acknowledges and accepts that, regardless of any information

provided by the Company, the value of any investment in Financial Instruments may increase or decrease, and it is even possible for the investment to become entirely worthless.

4.3 The Client confirms that the Company has not solicited or recommended their participation in any specific trading strategy or system. The Client affirms that they have conducted sufficient research and due diligence to make an independent investment decision.

4.4 The Client unreservedly acknowledges and accepts the high probability of incurring losses or damages resulting from trading Financial Instruments, and accepts full responsibility for undertaking such risk.

4.5 Where applicable, any general opinions or views shared with the Client—whether orally or in writing—regarding economic conditions, market trends, investment strategies, trading approaches, or research insights do not constitute personal advice or Company recommendations, and do not establish any advisory relationship.

4.6 When deciding to trade in any Financial Instrument, the Client should carefully consider all associated risks, including but not limited to:

- Credit risk
- Market risk
- Liquidity risk
- Interest rate risk
- Foreign exchange risk
- Operational and insolvency risks

The risks of over-the-counter (OTC) trading, as opposed to trading on regulated exchanges

4.7 The Client confirms that all funds deposited into accounts held with the Company are derived from legitimate sources. Furthermore, the Client affirms that they possess sufficient financial resources and knowledge to make informed decisions about funding and trading activities and that all trading is conducted on their own behalf and at their own discretion.

4.8 The above paragraph does not constitute personal advice or a recommendation to enter into a transaction. If the Client is unclear about any of the risks, disclosures, or implications outlined, they are encouraged to seek independent legal or financial advice.

4.9 The Client acknowledges and accepts that additional risks may exist beyond those expressly listed in this section. The Client also confirms that they have read and accepted the "Risk Disclosure" document, which was made available during the registration process and remains accessible on the Company's Main Website (www.onsafx.com).

5. Electronic Systems and Trading

5.1 The Company shall provide the Client with access codes for entering into transactions or dealings with the Company. These access codes will be used to access the Company's

Electronic Systems. Any such dealings will be conducted under the terms set forth in this paragraph and any additional agreement the Company may enter into with the Client to govern such activity.

5.2 The Client acknowledges and accepts that the Company has the right to restrict access to its Electronic Systems where it deems appropriate, in order to ensure the smooth operation of its platforms and to protect the interests of other Clients and the Company itself. The Client shall only be entitled to access the Electronic Systems for their own internal business use, and on a non-exclusive, non-transferable basis.

5.3 All rights, interests, and intellectual property (including, without limitation, trademarks and trade names) relating to the Company and its systems are the property of the Company or its suppliers. The Client shall not acquire any rights or interests other than the right to access the Company's Electronic Systems for the purpose of trading.

5.4 The Client acknowledges that delays or disruptions in electronic communications (such as internet outages, trading platform failures, or electricity interruptions) may occur. If the Client still wishes to execute an order during such disruption, they must call the Company's Dealing Desk at +2710 158 4439 and place a verbal instruction. The Company reserves the right to reject verbal instructions if its personnel are not satisfied with the identity of the caller or if clear instructions are not provided. Verbal instructions will be handled on a first come, first served basis, and the Company does not accept liability for delays in processing such instructions.

5.5 The Client undertakes all necessary precautions to maintain the confidentiality of their account information, including but not limited to access codes, transaction activities, and account balances. The Client acknowledges that the Company bears no responsibility for any unauthorised use of access codes. Clients are strongly advised not to log into their accounts from public computers, and to always log out after using the Company's Electronic Systems.

5.6 The Client must immediately notify the Company if they become aware that their Electronic System access codes are being misused or accessed without authorisation.

5.7 To the extent permitted by applicable law and FCSA regulations:

- i. The Company shall not be liable for any loss, liability, or cost (including consequential loss) suffered or incurred by the Client as a result of instructions given or communications made via the internet;
- ii. The Client accepts full responsibility for all orders and for the accuracy of all information transmitted via the internet using their access codes;
- iii. The Company shall not be liable for any loss or damage caused to the Client's equipment or software arising from viruses, defects, or malfunctions in connection with accessing or using the Company's Electronic Systems.

5.8 The Company makes every effort to deliver high-quality electronic services and trading platforms. However, the Company does not guarantee that its platforms or software are free from defects. The software and web trading platform are provided "as is," and the Client uses them at their own risk. The Company makes no warranties—express or implied—as to the performance, fitness for a particular purpose, or any other aspect of its platforms. No oral or

written communication from, or information provided by, the Company shall create any warranty. Under no circumstances shall the Company be liable for any direct, indirect, special, incidental, or consequential damages arising from the use, misuse, or inability to use the Company's software—even if the Company was advised of the possibility of such damages.

6. Client Instructions and Orders

6.1 The Client acknowledges that all orders executed with the Company are executed outside of a Regulated Market or Multilateral Trading Facility (MTF). OnsaFX executes all orders as principal, and the Company will act as the sole counterparty to the Client's trades. (Refer to the Company's Product Disclosure Statement for more details.)

6.2 The Client may open and close positions via the Company's Trading Platform and may also add or modify orders by placing Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss, and/or Take Profit orders on any available Financial Instrument.

6.3 The Client's orders are executed at the Bid and Ask prices provided by the Company. The Client submits an instant execution request at the price displayed on the terminal; however, due to market volatility and internet connectivity issues between the Client's terminal and the trading server, the requested price may differ from the current market price at the time of execution. In such cases, the Company reserves the right to reject the original request and instead offer a new quote, which the Client can choose to either accept or decline.

6.4 The Client has the right to use a Power of Attorney to authorise a third party (representative) to act on the Client's behalf in all business relationships with the Company as described in this Agreement. A valid Power of Attorney must be submitted to the Company, accompanied by all required identification documents of the authorised representative. If no expiry date is stated, the Power of Attorney will remain valid until formally revoked in writing by the Client.

6.5 The Company may record telephone conversations with the Client without prior notice (unless otherwise required by Applicable Regulations), for the purpose of accurately capturing the material terms of any Transaction, order, or related information. Such recordings shall be the property of the Company and shall be accepted by the Client as valid evidence of instructions or orders. The Company may use such recordings and/or their transcripts for any legitimate business, regulatory, or dispute-resolution purpose.

6.6 For risk management purposes, the Company reserves the right—without prior Client consent—to switch the Client's trade execution type from Instant Execution to Market Execution if the Client's trading strategy imposes a risk beyond the Company's tolerance thresholds.

6.7 The Client acknowledges that the Company has the right to refuse any order or instruction if it is deemed unclear, or in the following situations:

- Opening a position
- Closing a position
- Modifying or removing orders

6.8 If any underlying asset of a Financial Instrument becomes subject to possible adjustments due to a Corporate Event (as defined in Clause 6.9), the Company reserves the right to determine the appropriate adjustment to be made to the opening/closing price, size, value, and/or quantity of the corresponding transaction, as well as the level or size of any related orders. These adjustments are made in order to:

- i. Account for the diluting or concentrating effect and to preserve the economic equivalence of the rights and obligations of both parties immediately prior to the Corporate Event; and/or
- ii. Replicate the economic impact of the Corporate Event on an investor with exposure to the underlying asset.

Such adjustments will take effect on a date determined solely by the Company.

6.9 The Corporate Events referred to in Clause 6.8 may include, but are not limited to, the following actions by the issuer of the security:

- i. A subdivision, consolidation, reclassification, share buy-back or cancellation, free bonus share distribution, capitalisation, stock split or reverse split, or any similar restructuring;
- ii. A distribution to shareholders of additional shares, share capital, or securities—including rights to dividends or liquidation proceeds—or warrants or similar instruments enabling the purchase of shares below market price;
- iii. Any analogous event that may result in a diluting or concentrating impact on the market value of the shares;
- iv. Any event having a similar effect on the market value of non-equity securities;
- v. Any event triggered by a merger, acquisition, or takeover offer affecting the issuer of the underlying asset;
- vi. Earnings announcements or financial reporting disclosures that significantly affect the underlying asset's valuation.

6.10 If the underlying asset of a Financial Instrument becomes subject to a specific risk indicating a foreseeable decline in value, the Company may, at its discretion, impose restrictions on short selling or suspend the instrument entirely from its trading platform.

6.11 Any determination regarding adjustments to the price, volume, value, or order level of a Transaction shall be made exclusively by the Company and will be binding and conclusive upon the Client. The Company will notify the Client of such adjustments via the internal messaging system as soon as reasonably practicable.

6.12 If the Client holds an open position on the ex-dividend date of any Financial Instrument's underlying asset, the Company reserves the right to:

Close the existing position at the last price of the previous trading day, and

Reopen an equivalent position at the first available market price on the ex-dividend date.

6.12 If the Client holds an open position on the ex-dividend day of the underlying asset of a Financial Instrument, the Company reserves the right to close the position at the last price of the previous trading day and reopen the equivalent volume at the first available price on the ex-dividend day. The Company will notify the Client of this adjustment via the internal mail system, and no Client consent shall be required.

If the Company identifies that a Client is intentionally attempting to exploit ex-dividend

movements in a particular Spot Index, it reserves the right to apply a dividend adjustment in the form of a commission without prior notice or consent. For short positions, this dividend adjustment shall be debited from the Client's account using the following formula:

Dividend Adjustment = Index Dividend Declared × Position Size (in Lots)

6.13 The Company shall not be liable for any loss, expense, cost, or liability (including consequential loss) incurred by the Client due to instructions or communications made via the internet or other electronic media. The Client remains solely responsible for the accuracy and integrity of all orders and data transmitted through such means. The Company cannot be held liable for delays, transmission errors, or execution failures due to causes beyond its reasonable control.

6.14 The Company shall not be responsible for delays or errors caused during the transmission of the Client's order via the trading platform. Such delays may result from various conditions including, but not limited to, high market volatility or weak internet connectivity between the Client's terminal and the Company's trading servers.

6.15 The Company will make every effort to execute Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss, and/or Take Profit orders at the prices requested by the Client. However, in the event of technical or communication failures, or if incorrect price feeds occur (such as price freezes, spikes, or halted updates), the Company reserves the right to:

Decline the execution of an order,

Adjust the opening/closing price of an executed order, or

Cancel the executed order entirely.

6.16 While the Company seeks to offer rapid execution of Client orders, there may be circumstances—such as market volatility, news releases, trading gaps, or suspension of the underlying instrument—that prevent execution at the exact requested price. In such cases, the order will be filled at the best available market price. Additionally, if the Client's trading strategy is deemed abusive, particularly where it seeks risk-free profit, the Company reserves the right to apply the same policy. The Client understands that placing a Stop Loss order does not guarantee that losses will be limited to the set amount under such conditions.

6.17 Considering the volume of the Client's order and prevailing market liquidity, the Company reserves the right to execute orders partially.

6.18 The Company may, at its sole discretion, increase or decrease spreads for Financial Instruments depending on market conditions, including but not limited to volatility, liquidity, and news events.

6.19 The swap rate applied by the Company is primarily influenced by prevailing interest rates and includes the Company's overnight holding fee. The Company reserves the right to adjust swap rates on any Financial Instrument at its discretion, at any time. The Client acknowledges that updates to swap rates will be published on the Company's Main Website, and it is the Client's responsibility to review the contract specifications prior to placing any orders. Furthermore, the Company may modify swap values for a specific Client in the event of suspected trading abuse.

6.20 The Company also reserves the right, at its discretion, to increase the swap rate applied to any Client beyond the publicly displayed values, if the Client maintains open positions for 10 calendar days or more.

6.21 The Company may, at its sole discretion, enable or disable swap-free trading status on any Client's account, revoke cumulative profits, or retroactively charge waived swap fees. This may be done:

If swap-free status is abused for riskless profit,

If the Client exploits trading conditions or systems, or

If the Client's strategy poses a threat to the Company's trading infrastructure.

The Client acknowledges that swap-free status applies only for 10 calendar days. After this period:

Swap charges will be applied (credited or debited) accordingly, or

A storage fee equivalent to swap may be applied, charged or refunded through a manual deposit or withdrawal entry on the Client's account.

6.22 All orders must be placed in lot sizes, which are the standard units used to measure trade volume and vary by Financial Instrument. The minimum trade size is:

0.01 lot for standard accounts

0.10 lot for premium accounts

10 lots for Contracts for Differences (CFDs) on US and UK shares

The Client is responsible for checking the contract specifications on the Company's Main Website to remain informed of all applicable trading conditions.

6.23 The Client may request a leverage change at any time by contacting the Company. The Company may also, at its sole discretion, adjust the Client's leverage level at any time, with or without prior Client consent, either temporarily or permanently. Such changes will be communicated via internal mail or email. Additionally, on Fridays between 21:00 and 24:00 GMT+2, the maximum leverage for new positions is limited to 1:100, regardless of account type.

6.24 By accepting this Agreement, the Client confirms that they have read, understood, and agreed to the "Leverage Levels" policy as outlined on the Company's Main Website. The Company may adjust account leverage based on the Client's deposit amount or exposure to a single instrument.

6.25 The Company bears no responsibility for any consequences arising from the Client's use of additional functionalities or plug-ins (e.g., Expert Adviser or Trailing Stop) as these rely on the Client's trading terminal. If the Company reasonably suspects that such tools are affecting the stability or integrity of the Trading Platform, it reserves the right to invoke measures in accordance with Section 22, including Clause 22.4.

6.26 The Company reserves the right to begin closing the Client's positions—starting with the most unprofitable—if the margin level falls below 40%. If the margin level reaches or falls below 20%, positions may be automatically closed at the current market price.

For mirror accounts, this threshold is 10% (or 40% for Chinese residents, where higher leverage applies), and full auto-closure occurs at 5% (or 20% for Chinese residents).

6.27 The Client acknowledges responsibility for reviewing the differences between standard and premium accounts, as published on the Company's Main Website, prior to placing trades or opening accounts.

6.28 The Company may, at its discretion, switch the Client's account type (from Premium to Standard or vice versa) based on the total deposits or current balance in the Client's trading account.

6.29 Internet delays, connectivity issues, or price feed errors may result in price latency, leading to discrepancies between the Company's quoted price and the real market price. The Client agrees not to exploit such latency through arbitrage, whether by using plug-ins or other methods. In case of a violation, the Company may:

- Adjust execution prices;
- Cancel affected transactions;
- Close the Client's account without notice;
- Charge an administration fee equal to 10% of total deposited funds (capped at \$200 or equivalent).

7. Refusal to Execute Orders

7.1 The Company may refuse to execute any order without prior notice or justification. Such cases include, but are not limited to:

- i. Insufficient funds in the Client's trading account;
- ii. Orders threatening the stability of the Trading Platform;
- iii. Market manipulation attempts;
- iv. Insider trading;
- v. Attempts at money laundering.

7.2 Refusal to execute an order does not relieve the Client of existing obligations or negate the Company's right to pursue any claims against the Client or their assets.

8. Settlement of Transactions

8.1 Transactions are settled immediately upon execution, unless otherwise agreed. Settlements follow standard practices of the relevant market or instrument.

8.2 The Company provides a monthly Account Statement within five (5) business days of the end of the month. If no transactions occurred, no statement is sent. Any statements, confirmations, or certifications from the Company are final and binding unless the Client

submits an objection in writing within four (4) business days of receipt.

8.3 The Company is deemed to have fulfilled its obligation if the Client can access account statements and transaction confirmations through the Trading Platform. Objections regarding executed transactions are valid only if submitted in writing within four (4) business days of the transaction date.

9. Order Execution Policy

9.1 The Company takes all reasonable steps to provide best execution for client orders. The Order Execution Policy outlines how execution occurs and the factors affecting execution results.

9.2 The Client confirms that they have read and understood the Order Execution Policy, which is available on the Company's Main Website and was presented during the registration process.

9.3 The Client consents to the execution of orders outside of a regulated market or Multilateral Trading Facility (MTF).

10. Client's Account

10.1 The Client must open a trading account with the Company to conduct transactions. This Agreement takes effect once the Client funds the account and receives written confirmation from the Company of acceptance.

10.2 The Client confirms that the account will not be used for third-party payments.

10.3 The Client must not open more than one Client Profile. A Client Profile is created upon registration, acceptance of the Terms and Conditions, and completion of identity verification. If a Client is found to have multiple profiles, the Company reserves the right to disable one or more profiles in accordance with Section 22.

10.4 If the Client holds multiple trading accounts, the Company is authorised to treat them as one consolidated unit. Among other rights, the Company may transfer funds between accounts to cover any negative balances. This does not limit any additional rights of the Company.

10.5 If funds are received in a currency for which the Client does not hold an account, the Company may convert the funds into the base currency at the exchange rate applicable at the time of processing.

11. Holding Client Money

11.1 All Client funds will be held by the Company in segregated accounts in accordance with the applicable Client Money Rules under the Financial Conduct and Services Authority (FCSA). The Client acknowledges that individual accounts are not legally separate entities, and funds do not constitute a loan to the Company.

11.2 Funds will be kept in Client Bank Accounts as designated by the Company.

11.3 The Company will maintain separate accounting records for its own assets and those held on behalf of Clients, ensuring clear distinction at all times.

11.4 The Client irrevocably authorises the Company and its Affiliates to deduct, apply, or withdraw any amount owed by the Client from their held funds. This may include, but is not limited to, transaction charges, interest, or administrative fees.

11.5 The Company shall act in the Client's best interest in compliance with all applicable regulations, including South African Client Money Protection guidelines.

12. Transfer of Funds

12.1 The Client must provide their full legal name and complete transfer details, in line with anti-money laundering (AML) and counter-terrorism financing (CTF) laws. Third-party payments into Client accounts are strictly prohibited.

12.2 Funds transferred to the Client's account will be credited within 24 business hours from the value date, net of any processing fees. The Company is not responsible for any stop-out events occurring during deposit processing.

12.3 The Company may reject transferred funds in cases including, but not limited to:

Transfers from third parties

Doubt about the authorisation of the remitter

Transfers that violate applicable laws or Company policy

12.4 In such cases, the funds will be returned to the original remitter by the same method used, net of applicable bank/provider charges.

12.5 By accepting this Agreement, the Client authorises the Company to process deposits and withdrawals on their behalf for purposes such as settling transactions or fulfilling obligations.

12.6 The Client has the right to withdraw any Free Margin, i.e., funds not tied to open positions, without closing their account.

12.7 Unless agreed otherwise in writing, all outbound payments will be transferred to the Client's personal bank account. Processing timelines are defined on the Company's Main Website.

12.8 Withdrawals must use the same method and recipient as the original deposit. The Company may decline a method and suggest alternatives, or request further documents. The Company reserves the right to return funds in the deposit currency and, if not satisfied with the documentation, may reverse the transaction net of fees.

12.9 Fund transfers must be made through the Client Portal on the Company's Main Website. The Company will notify Clients of all applicable fees before the transfer.

12.10 If the Client's bank account is frozen, the Company assumes no liability for delays or loss of access to funds.

12.11 By accepting this Agreement, the Client consents to the Company transferring or safeguarding funds through authorised institutions, which may include segregated or omnibus accounts as applicable.

13. Company Fees

13.1 For all services rendered under this Agreement, the Company is entitled to receive fees and commissions, and to be reimbursed for any costs incurred while fulfilling its duties. The Company reserves the right to change its fees, charges, and commission rates at any time, and the Client will be informed accordingly.

13.2 The Client agrees that the Company may change its fees unilaterally, without prior consultation or consent from the Client.

13.3 The Client agrees to pay all amounts owed to the Company when due, in same-day cleared funds, in the currency specified, without offsets, counterclaims, or deductions, unless legally required.

13.4 The Company may deduct owed amounts from the Client's funds and is entitled to combine or transfer between any of the Client's accounts. The Company may also close open positions to settle any outstanding obligations.

13.5 Interest will accrue daily on overdue balances at a rate reasonably determined by the Company. If the Client fails to make a required deposit on time, the Company may proceed with the sale of Financial Instruments in the Client's account(s) without further notice. Notification will be made via email, phone, or trading platform message.

13.6 The Company may withhold or deduct taxes from payments where required by law. If the Client is required by law to withhold taxes, the Client must gross-up the payment so the Company receives the full amount as if no deduction had occurred.

13.7 The Company is not responsible for the Client's personal tax liabilities, including income tax on trading profits.

13.8 In case of inactivity (no trading or funding) for 12 consecutive months, the Company reserves the right to charge an administrative fee of USD 50 (or currency equivalent). If the account balance is lower, the remaining balance will be charged and the account archived.

13.9 If deposits and withdrawals are made without any trading activity, the Company may charge an administration fee of 3% of the deposited amount to cover transaction costs.

13.10 By accepting this Agreement, the Client acknowledges that they have read and understood the "Contract Specifications" available on the Company's Main Website. All commissions, costs, and fees are explained therein and may be updated at the Company's discretion. It is the Client's responsibility to regularly review this document before trading.

14. Inducements

14.1 The Company may pay or receive commissions or fees to/from third parties (including business partners or affiliates), provided these arrangements are designed to enhance service quality and do not impair the Company's duty to act in the Client's best interest.

15. Introduction of Clients from an Introducing Broker

15.1 Clients may be referred by an Introducing Broker under a written agreement with the Company.

15.2 The Company may compensate such parties based on trading activity or volume

generated by referred Clients. Upon request, the Client will be informed of the commission amount or structure.

15.3 The Company is not responsible for any separate arrangements between the Client and the Introducing Broker or any extra costs arising from such an arrangement.

15.4 The Client acknowledges that the Introducing Broker is not an agent or representative of the Company and cannot make guarantees or promises on behalf of the Company.

16. Interest

16.1 Funds held in the Client's account will not accrue interest.

16.2 By accepting this Agreement, the Client waives any rights to earned interest, which the Company may retain to cover administration, compliance, and operational costs associated with maintaining segregated accounts.

17. Force Majeure

17.1 The Company will not be held liable for failing to perform its obligations if such failure arises from events beyond its control, including but not limited to:

Acts of God, wars, strikes, natural disasters, or hacker attacks;

Suspension, closure, or disruption of relevant markets;

Extreme market volatility or illiquidity;

Regulatory or legal restrictions affecting trade;

Anticipated disruption under any of the above categories.

17.2 If a Force Majeure Event is declared, the Company may, at its discretion:

Alter trading hours;

Adjust margin requirements;

Amend the Agreement or trading conditions;

Close positions or cancel orders;

Take any action deemed necessary to protect the Company or Clients.

17.3 Where practical, the Company will inform the Client in advance of any action taken due to Force Majeure. If not possible, notification will follow as soon as reasonably practicable.

18. Client Complaints - Dispute Resolution

Note: As OnsaFX is based in South Africa and regulated under FCSA, replace AFCA references with appropriate dispute handling framework.

18.1 In the event of a dispute or complaint, the Client should first use the Company's internal complaint resolution procedures, details of which are available on the Main Website.

18.2 If the issue is not resolved to the Client's satisfaction, the Client may escalate the complaint to the Financial Sector Conduct Authority (FSCA) or other applicable ombudsman in South Africa.

Contact info for FSCA (you may update this based on your own jurisdictional disclosure requirements):

18.3 The Company does not participate in any private arbitration forums unless previously agreed in writing with the Client.

19. Anti-Money Laundering Provisions

19.1 The Client agrees to provide all documents and information requested by the Company to ensure compliance with South Africa's anti-money laundering and counter-terrorism financing laws, including the Financial Intelligence Centre Act (FICA).

19.2 The Client warrants that:

- a) All funds deposited are from lawful sources and not related to money laundering, terrorism financing, or other criminal activity;
- b) The investment will not be used to finance illegal activity;
- c) Neither the Client, nor any company director (if applicable), is a politically exposed person (PEP), as defined under South African AML regulations.

19.3 The Company may request further evidence about the source of funds, and the Client agrees to cooperate and provide such documentation.

19.4 The Company may refuse to act on instructions or execute transactions until all requested AML verification documents have been provided.

20. Communication Between Client and Company

20.1 All communications from the Client must be submitted in writing to the Company's designated mailing address or other official communication channels.

20.2 The Company may send official correspondence via email or Client Portal.

20.3 All communications between the Client and Company shall be conducted in English.

21. Provision of Information & Data Protection

21.1 The Client must promptly notify the Company of any material changes to the information provided and supply any additional documentation as required by law or Company policy.

21.2 The Company adheres to Personal Data Protection Laws applicable in South Africa and takes necessary steps to process data fairly and lawfully.

21.3 The Client acknowledges that their personal information may be used to provide services and may be disclosed to third parties or authorities in cases involving fraud or regulatory investigation, without prior notice.

21.4 By accepting this Agreement, the Client confirms they have read and accepted the Company's Privacy Policy available on the Main Website.

22. Termination

22.1 Either party may terminate this Agreement by providing five (5) business days' notice. During this period, the Client is required to close all open positions.

22.2 Upon termination, the Company will revoke the Client's access to trading platforms.

22.3 The Company may terminate this Agreement immediately under the following circumstances:

- i. Client's death
- ii. Bankruptcy, winding up, or dissolution
- iii. Regulatory requirement
- iv. Material breach of the Agreement

22.4 The Company may also terminate this Agreement without notice and reverse all transactions if:

- a) The Client involves the Company in fraud or reputational risk;
- b) The Client's trading disrupts platform stability or operations

22.5 Upon termination, the Client shall settle:

- i. Any unpaid fees/commissions;
- ii. Any additional expenses caused by termination;
- iii. Any damages arising from unresolved obligations.

22.6 The Company may deduct outstanding obligations from any balance in the Client's account.

22.7 The Company will return the Client's remaining funds, less any deductions, after termination is finalized.

23. General Provisions

23.1 The Client may not assign or transfer any rights or obligations under this Agreement without written consent from the Company.

23.2 If the Client is a partnership or legal entity with multiple parties, liability shall be joint and several. If any partner is dissolved, the obligations of the remaining parties will continue.

23.3 Without prejudice to any other rights the Company may have, it may at any time and without notice offset any amount (actual or contingent, present or future) owed between the Client and the Company. This may be done across any of the Client's accounts.

23.4 If any part of this Agreement becomes illegal, invalid, or unenforceable, it will not affect the validity of other provisions, which shall remain in full force. Any affected clause will apply to the extent permitted by law.

23.5 The Company's records, unless proven incorrect, constitute conclusive evidence of the Client's dealings. Clients may request such records, but are responsible for their own legal or tax reporting obligations.

23.6 This Agreement is subject to Applicable Regulations. In the event of a conflict between the Agreement and those regulations:

- i. Applicable Regulations will prevail;
- ii. Nothing in the Agreement limits the Company's regulatory obligations;
- iii. Any regulatory action or omission by the Company to comply will be binding on the Client.

23.7 The Company may amend this Agreement at any time and shall inform the Client via email or website. Changes will not apply retroactively unless agreed. If the Client disagrees with changes, they may terminate the Agreement under Section 24.

24. Representations, Warranties and Covenants

24.1 The Client represents and warrants on a continuing basis that:

- i. They are legally authorised and competent to enter into this Agreement and related transactions;
- ii. They are over 18 years of age and compliant with their country's legal restrictions regarding financial trading;
- iii. They have read and accepted this Agreement in full;
- iv. They acknowledge it is their responsibility to check the Company's website for updates to laws, policies, or information;
- v. They consent to direct marketing via electronic means or phone calls from the Company;
- vi. There are no legal restrictions on the Client engaging in trading with the Company;
- vii. Trading under this Agreement does not violate any existing agreements;
- viii. This Agreement is legally binding and enforceable against them;
- ix. There are no legal proceedings or claims that may interfere with their obligations under this Agreement;
- x. They understand the risks of trading financial instruments and are financially capable of bearing them;
- xi. All information provided is accurate and not misleading, and the Client will notify the Company of any changes;
- xii. No Event of Default is ongoing.

25. Company Liability

25.1 The Company shall not be liable for losses or costs unless caused by its gross negligence, willful default, or fraud.

25.2 The Company is not liable for losses caused by third-party service providers, such as banks or payment processors, provided it exercised due care in appointing them.

25.3 The Company, its representatives, or affiliates are not liable for indirect, special, incidental, consequential, or exemplary damages, including:

Loss of business or profits

Missed trades

Delays in execution

Data loss or system unavailability

This limitation applies even if such damages were foreseeable.

25.4 Nothing in this Agreement excludes or limits liability if doing so would violate Applicable Law.

26. Governing Language

This Agreement is written in English, which shall be the official and legally binding version. Any translated version is provided for convenience only, and in the event of any conflict, the English version shall prevail.

27. Governing Laws and Jurisdiction

Updated for South African Jurisdiction

27.1 This Agreement and all transactions between the Client and the Company shall be governed by the laws of the Republic of South Africa.

27.2 The parties submit to the exclusive jurisdiction of the South African courts, without limiting the Company's right to initiate proceedings in other competent jurisdictions where necessary.

Made on _____, 20____

Sign: _____

Sign:

THE COMPANY

THE CLIENT

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