



FSP License no. 23497

Regulated by the Financial Sector Conduct Authority

Xlearner Prime Social Trading Feature Terms and Conditions

V.1

1. Introduction

- 1.1. These Terms and Conditions (hereby referred to as the “Terms”) shall formulate the relationship between the you (the “Client”) and Rynat Capital (Pty) Ltd (the “Company”) as means of governing all actions in respect of Social Trading feature (the “Copy Trading Feature”) offered by the Company.
- 1.2. These Terms and Conditions aim to specify and outline the following:
 - a. Client’s ability to interact, follow and copy other traders by using the information for the Company’s social trading features provided and/or made available on Company’s website and/or client trading platform. Where Social Trading Features include, but not limited to “Forum”, “Community”, “Follow”, “Copy”, “Copy Trader(s)”, “Master Trader(s)”, “rankings”, “portfolios”, “strategies” etc.
 - b. The Company’s actions in regard to the execution of the Clients instructions, the navigation and the features of Social Trading service via the Client Trading Platform as described in these Terms, and these Terms, Terms of Business and the Client Agreement shall govern the Social Trading feature and should be read carefully by the Client.
 - c. Both “Master Trader”, the Client whom is doing the Copy action, “Copy Trader”, the Client that is investing (“Copying”) through the automated trading execution, without Client’s manual intervention and “Follow Trader”, the Client that is investing at his own initiative by following the Master Trader, are all referred to as the “Client” in these Terms and Conditions.
 - d. Unless otherwise defined, terms used in these Terms and Conditions shall have the meaning given to such terms in the Client Agreement. In addition, the definitions set out in “Interpretation of Terms” shall apply.
- 1.3. Accepting these Terms, you acknowledge that you have read and understood the Client Agreement provided to you during the account opening process as well as all Appendices referred to in the Client Agreement and which form an integral part of these Terms and Conditions.

2. Scope of Social Trading Service

- 2.1. By using the Company’s Social Trading features, you will be provided with the Company’s investment management services and as such the Client must complete a Suitability Assessment (the “Copy Trade Assessment”). Client agrees to the provision of investments management services (“Social Trade Services”) provided by the Company as outlined in the Client Agreement.
- 2.2. While the Company is permitted under its license to provide investment advice services, we do not provide investment advice, nor provide any personalized investment recommendations and/or advise you on the merits of any investments, either with respect to our Copy Trading services or any Service. We may elect to make investment advice services available in our sole discretion and provided that an additional agreement is concluded between the Company and the Client.

3. Master Traders

- 3.1. For a client to be eligible to become a Master Trader the following must apply
 - 3.1.1. The Client must complete their Economic Profile, the Trading Experience questionnaire and to be fully verified.
 - 3.1.2. A Master Trader agrees to share the order with other participants in the Social Trading feature. Such shared orders which will be visible and available to be copied shall hereafter referred to as “Release Orders”.
 - 3.1.3. Only pending orders can be provided by Master Traders as Release Orders.
 - 3.1.4. Master Traders can provide Release Orders if the following minimum requirements have been met within the last 5 working days (excluding weekends) of assessment by the Company:
 - a. The Master Trader has executed and closed a minimum of three positions in their client terminal.
 - b. The total amount of Margin used during the specified period on executed orders is a minimum of \$100
 - 3.1.5. For margin purposes Master Traders can choose to trade with their trading account balance amount or their trading account coupon balance. ‘Test your App’ Coupons cannot be utilised for Copy trading. Please refer to the Terms and Conditions of the Xlearner Prime Loyalty Program.
 - 3.1.6. Should the Master Trader wish to opt-out from Social Trading and/or a specific order the Master Trader can cancel the order and/or stop releasing orders if the Master Trader’s order has not been triggered for execution.

- 3.2. A Copy Trader can opt to copy a Release Order provided by a Master Trader, hereafter referred to as the “Copied Order” as described below:
 - 3.2.1. When a Copy Trader decides to place a Copied Order the associated price level and direction, either BUY or SELL, are set as per the Release Order. The Copy Trader then decides on the margin specification and the volume to be traded.
 - 3.2.2. Should the Copy Trader decide to opt out from Social Trading and/or a specific Release Order the Copy Trader can cancel the Copied Order if the Master Trader’s order has not been triggered for execution.
 - 3.2.3. The Copied Order will be executed as a pending order which can either be a Buy Limit or a Buy Stop or Sell Limit or Sell Stop depending on what trading action the Master Trader has decided to act on. Please refer to the Order Execution Policy and Terms of Business.
 - 3.2.4. For margin purposes Copy Traders can choose to trade with their trading account balance amount or their trading account coupon balance. ‘Test your App’ Coupons cannot be utilised for Copy trading. Please refer to the Terms and Conditions of the Xlearner Prime Loyalty Program.

- 3.3. In order to follow orders:
 - 3.3.1. Copy Traders can follow Master Traders by clicking on the tab “Follow Traders”.
 - 3.3.2. When a Master Trader provides a Release Order any Copy Traders that follow will receive a message notification of the Master Trader’s trading action.

4. Copy Trade Assessment

- 4.1. Prior to the provision of such Copy Trading Services the Client and as mentioned above, must complete the Copy Trade Assessment, where based on the Clients experience, financial situation and financial objectives, the Company assess what trading strategies are suitable for the client and under what conditions.
- 4.2. Client acknowledges and confirms that the Copy Trade Assessment will be on the basis that the status of all information and documentation provided by the client is of truthful, correct and complete nature.
- 4.3. Client acknowledges that Company may rely on the information and documentation provided by the Client in order to complete the Copy Trade Assessment of the Client, and client is responsible for any damages or losses which may result from any inaccuracies.
- 4.4. Company will be responsible for the ongoing provision to maintain a Copy Trade Assessment of the Client while offering the Social Trading Service when:
 - a. Informing Client from time-to-time details of their Copy Trade Assessment
 - b. Handling all Client requests and execution instructions generated from the Social Trading Feature.
- 4.5. In making a decision to copy master trader(s), Client understands that they will need to specify their parameters of risk appetite and take into consideration the results from their Copy Trade Assessment. Client hereby authorises the Company to limit and/or withhold its Social Trading Services based on their investment profile and ongoing Copy Trade Assessment in accordance with Company policies and procedures.
- 4.6. Client upon request, may at any time, revisit and complete again their Copy Trade Assessment and evaluate whether there has been any change to Clients experience, financial situation and financial objectives.
- 4.7. The Company reserves the right to update the Copy Trade Assessment from time to time without prior notice and the Client is responsible to check for regular updates.

5. Social Trading Services

- 5.1. Using the Social Trading features are highly speculative and the Client confirms that prior to making a decision to copy and/or follow a master trader(s), they have considered their entire financial situation, including their financial commitments and acknowledge they can sustain significant losses exceeding the amount used to invest in copy trading service however, the Company ensures that losses will not exceed the total available funds with the provision of negative balance protection.
- 5.2. A Copy Trader confirms and acknowledges that a decision to Copy a Master Trader(s), the opening and closing of copy trade(s) will happen from the client's trading account through the automated trading execution, without Client's manual intervention. Client further authorises the Company to execute all actions undertaken by the chosen copied Master Trader or

strategy, such actions are automatic once initiated by Client and do not require any pre-authorization of ongoing activity/copy trades.

- 5.3. A Follow Trader confirms and acknowledges that a decision to follow a Master Trader(s), is performed at his own initiative without Company's intervention and the Client is solely responsible for any actions and losses that may arise in Client's Trading Account.
- 5.4. Company shall continue to be committed to exercising reasonable endeavours to monitor the performance of Master Trader's account, portfolio and/or strategy, against parameters established by it, which may include, risk behaviour, performance, profitability, drawdown and any other parameters deemed relevant by Company. All performance-related data are automatically updated and can be accessed through the Client Trading platform
- 5.5. Company reserves the right to stop copying any trader, account, portfolio and/or strategy, at its sole and absolute discretion and to block any master trader's account, portfolio and/or strategy from being copied.
- 5.6. A Copy Trader's position in respect to orders requested or executed with any of the financial instruments offered by the Company, shall be copied in a pro rata propositional amounts of the copied trade to the realised equity of the Master Trader as the basis for the proportions of copied trades. Such positions shall have the same leverage, stop loss and take profit, to the maximum extent possible.
- 5.7. Client acknowledges and understands that they use the Social Trade service at their own risk and the Company and its employees, affiliates, clients and agents will not be liable for any losses that you may sustain as a result of using such services.
- 5.8. Client should note that the Company and its affiliates may:
 - a. take the same or similar positions in specific investments for Company's other clients and own accounts as we do for Client, or
 - b. open trades in an opposite direction to the Client
- 5.9. It should be noted, in addition, that the Company has no obligation to purchase or sell, or to recommend for purchase or sale in the Client's Trading Account.
- 5.10. Other than the costs referred to within the Client Agreement and Contract specifications incorporated on the website and Client Trading Platform, there will be no additional costs incurred by the client for the Social Trading service.

6. Client Representation and Warranties

- 6.1. The Client represents and warrants to the Company the following
 - a. The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.
 - b. The Client is of sound mind and capable of taking decisions for his own actions

- c. Client shall have the ability to interact, follow and copy other traders by using and fulfilling the parameters of Social Trading Features provided and made available on the Company's website and/or Client Trading Platform.
- d. Client shall at all times, use its own judgment and skill when using the Social Trading Service and agrees that any evaluation and acceptance of risks involved with the use of the Social Trading service relays on the Client.
- e. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- f. The Client is aware of any requirements and implications, including, limited to any restrictions or reporting requirements set in the Client's local jurisdiction as a result of entering into the Agreement. Company is not liable for any requirements imposed by Client's local authorities; Client undertakes to comply with applicable requirements.
- g. Client shall not use the Company's Content for Social Trading Features and Services for any unlawful or unauthorized purposes.
- h. All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- i. The Client is the individual who has completed the Copy Trade Assessment Form or, if the Client is a company, the person who has completed Copy Trade Assessment Form on the Client's behalf is duly authorized to do so.

6.2. **Prohibited Actions**

Client is strictly prohibited to use (inter alia) the Social Trading Services in order to:

- a. Disturb or damage the Services, Servers, or networks connected to Company's Social Trading Service.
- b. Violate any local, state, national or international law which applies to the Company's software.
- c. Provide false and/or misleading information through any of the Company's websites, application and/or any network status/posts/blogs and any other communications and/or content options available by the Company.
- d. Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- e. Copy any trading activity performed by an introducer who has introduced the Client to the Company to avoid conflict of interests.
- f. make statement as to their eligibility, to provide Investment advice, Portfolio Management and/or any other service and/or activity without necessary license(s), if applicable in their state of residency and/or in the residency state of the Company's clients.
- g. Make statements that the Company and/or its affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of any content the Client published, posted or shared to other Company Clients.
- h. Make statements that are, but not limited, to abusive, defamatory, harassing, racist, hatred, threatening, contain sexually explicit content and/or grossly offensive or insulting to other clients.
- i. Makes statements that are, but not limited, to abusive, defamatory, harassing, racist, hatred, threatening, contain sexually explicit content and/or grossly offensive or insulting

through any of the Company's websites, application and/or any network status/posts/blogs/forum and any other communications and/or content options available by the Company

- j. Make statements that promote or advertise any of the Company's services and/or other online entities and/or unlawful multi-level marketing, such as pyramid schemes through any of the Company's websites, application and/or any network status/posts/blogs/forum and any other communications and/or content options available by the Company
 - k. Revealing any personal information and contact information as well as posting advertisement or promotions through any of the Company's websites, application and/or any network status/posts/blogs/forum and any other communications and/or content options available by the Company
 - l. Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).
 - m. Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.
- 6.3. The Company reserves the right to take action as per paragraph 11 if the provisions of this section apply.

7. Personal Data

- 7.1. By entering into this agreement and accepting these Terms and Conditions, you acknowledge that you have read and understood the Company's Privacy Policy, available on the Company's website.
- 7.2. The Company may collect client information directly from the Client (in his completed Copy Trade Assessment Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.
- 7.3. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

8. Social Trading Risk Disclosures

- 8.1. By entering into this agreement and accepting these Terms and Conditions, you acknowledge that you have read and understood the Company's Risk Disclosures, available on the Company's website.
- 8.2. Automated trading execution whereby trades are opened and closed in your account without your manual intervention.

- 8.3. The Company gives no warranty as to the performance and/or profitability of the Client's trading decisions including the performance of any investment, portfolio or strategy followed by Master Trader(s).
- 8.4. The Company shall not be liable for any loss suffered by the Client in connection with the Services it provides to the Client under this Agreement unless such loss arises directly from the gross negligence or fraud of the Company.
- 8.5. It is provided that the Company shall not be liable to the Client or any other person for any consequential, circumstantial, special or indirect damages (including without prejudice to the generality of the aforementioned, loss of profit, loss of opportunity, commercial losses and damages) which are incurred by the Client in connection with this Agreement.
- 8.6. In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.
- 8.7. The Company will not be under any duty to provide the Client with any legal, tax other advice relating to any Transaction or to the use of these Services. The Client may wish to seek independent advice before entering into a Transaction or use of these Services.
- 8.8. The Company does not guarantee the reviewing and monitoring of all content posted through any of the Company's websites, application and/or any network status/posts/blogs/forum and any other communications and/or content options available by the Company and the Company does not in any manner encourage, support, verify or agree with any such content that has not been reviewed or monitored.
- 8.9. The Company provides the Social Trading Features for information purposes only and neither the Company nor its affiliates and/or employees and/or agents are investment or financial experts and advisers and any information is provided solely to enable the Client to make his own investment decisions and does not amount to investment, tax legal or other advice or unsolicited financial promotions to the Client and the client at his own risk is solely responsible for any investment decision, strategy and actions and/or losses sustained as a result of his own actions.
- 8.10. The Client is solely responsible to seek independent advice prior to using any of the Services provided under this Agreement and in determining whether the Services under this Agreement are appropriate and/or suitable to the Client.
- 8.11. Information of the previous/past performance of a Financial Instrument it is not a guarantee for its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers nor that any account will likely achieve profits or losses similar to those applied by and shown in the Master Trader(s) account.

- 8.12. Clients by placing additional trades in their account or modify or cancel an order generated by the use of Social Trading Features acknowledge that this may result to a different outcome than the outcome reached in the account of the Master Trader(s). Unopened copied trades in amounts lower than the minimum trade may also result in different results. Cash-out and withdrawal by the Master Trader may also generate a materially different result to what Clients have copied as it may affect the Copy Trading proportions.
- 8.13. The client is warned that Slippage may occur when trading in Financial Instruments and the Company does not guarantee that the trade will be filled at the order price/stop loss specified in the account of the Master Trader(s) and all orders will be filled at the available market price available to us that may or may not match the requested order price.

8.14. The Company may from time to time set the minimum position amounts that Clients can copy a Master Trader's trades, and/or strategies and/or portfolio positions followed by the Master Trader. Clients acknowledges that they can copy a Master Trader by investing an amount equal to the lower of either the minimum position amount as shall be set by the Company from time to time or the proportional amounts of the copied trade to the realized equity of the Master Trader as the basis for the proportions of copied trades. Such positions shall have the same leverage, stop loss and take profit, to the maximum extent possible. Trades below the minimum trade amount shall not be opened. All such positions shall be modified and/or closed automatically if and when modified/closed by the Master Trader, for whatsoever reason, without providing any further notice and without any action on your part. You should be able and prepared to bear the loss of the entire investment You made in such as the Master Trader. You are fully responsible for any losses You may sustain as a result of our automatic execution of instructions generated as a result of the utilizing of any of the Social Trading Features.

9. Termination & Termination Results

9.1. Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement by giving at least five (5) Business Days Written Notice to the other Party.

9.2. We shall terminate the Agreement with immediate effect, notwithstanding any other action, in the event of:

- a. a breach of any part of the Agreement by you;
- b. where we have reasonable grounds to believe that you have not acted in good faith, including, but not limited to where we determine that you have, willingly or not, abused our 'Negative Balance Protection' policy. This includes, but it is not limited to you hedging your exposure using multiple trading Accounts, whether under your same profile or in connection with another Client.
- c. an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving you;
- d. your death or incapacity (please note that in the event of death, any funds available in your Account(s) shall form part of your estate);
- e. a breach of any applicable law by you, including, but not limited to any applicable antimoney laundering laws and regulations;
- f. you have acted contrary to our 'Order Execution Policy' or any other of our policies or procedures.

- 9.3. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.
- 9.4. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.
 - a. Once notice of termination of this Agreement is sent and before the termination date:
 - b. the Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions;
 - c. the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
 - d. the Company will be entitled to refuse to accept new Orders from the Client;
 - e. the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

10. Governing Law and Jurisdiction

- 10.1. This Agreement is governed by the Laws of South Africa.
- 10.2. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the South African Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.
- 10.3. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.