



THE INTEGRATED EXCHANGE

ACCEPTANCE OF THE INTEGRATED EXCHANGE PROPRIETARY LIMITED (I-Ex) RULES

SECTION A

INTRODUCTION:

- 1.1 I-Ex is a licenced exchange in terms of section 9 of the Financial Markets Act, 2012 (**FMA**).
- 1.2 As required by the FMA, I-EX has issued exchange rules (the **I-Ex Rules**) which, amongst other things, provide the procedures necessary to establish and regulate a fair and efficient market for securities listed on the exchange and to ensure that the business of I-EX is carried out in an orderly manner and with due regard to the objects of the FMA.
- 1.3 The I-EX Rules can be accessed on the legal tab on the I-EX website. Any reference herein to a “Rule” is to a provision of the I-EX Rules, and any capitalised terms used herein, but not defined shall have the meaning given to them in section 1 of the I-EX Rules. The same rules of interpretation apply.
- 1.4 The Rules and any directive issued by I-EX are binding on any person utilising the services of the I-EX Authorised User or who concludes a Transaction in I-EX Listed Securities, whether directly or through an I-EX Authorised User.
- 1.5 Every Transaction in I-EX Listed Securities entered into by the I-EX Authorised User must be concluded on the specific condition that the Transaction is entered into subject to the FMA and the I-EX Rules.
- 1.6 An investor wanting to trade I-EX Listed Securities must register as a Client of one or more I-EX Authorised Users, via the Counter Trading Page on the I-EX Website related to the I-EX Listed Security or may contact an I-EX Authorised User directly.

2. ACCEPTANCE

- 2.1 In order to register as a Client, you are first required to accept and agree to be bound by the I-EX Rules, in terms hereof, by clicking ‘I have read and accept the I-EX Rules’ on the I-EX Website, or by signing and completing Section B below and returning a copy of this document, to an I-EX Authorised User.
- 2.2 By signing this document or by clicking ‘I have read and accept the I-EX Rules’ on the I-EX Website:
 - (a) you warrant to I-EX that you have the legal capacity to and/or are duly authorised to accept the I-EX Rules as set out herein;



THE INTEGRATED EXCHANGE

(b) that you have read and understand, accept and agree to be bound by the provisions of the I-EX Rules and this acceptance form.

2.3 The acceptance of the I-EX Rules does not entitle you to transact on the I-EX Trading System, and in accordance with Rule 6.2 you must be FICA verified by your I-EX Authorised User before you or your I-EX Authorised User can start trading on I-EX. Some Issuers may also have other restrictions or requirements, including, but not limited to in relation to who may trade in their specific I-EX Listed Securities, set out in their Issuer Rules which you will be able to find on that Issuer's Counter Trading Page.

3. YOUR PERSONAL INFORMATION

3.1 All documents collected by the I-EX Authorised User for FICA verification must, in terms of the I-EX Rules, be stored electronically on the I-EX Trading System.

3.2 By accepting the I-EX Rules, you agree that the documents referred to above, and any of your personal information submitted to the I-EX Trading System by you, or by an I-EX Authorised User on your behalf, will be made available to all other I-EX Authorised Users to utilise for that I-EX Authorised User's FICA verification process and for any other purpose specifically provided for in the I-EX Rules.

3.3 In addition to allowing their details to be made available to all I-EX Authorised Users, the client agrees that I-EX may share the submitted documentation with the Financial Intelligence Centre as and when they require it.

3.4 Please take note of I-EX's [Protection of Personal Information policy] which can be found on the I-EX website under the legal section.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 You acknowledge and agree that:

(a) all patents, copyrights, trade secrets, trademarks, service marks, trade names and all other intellectual property rights (**Intellectual Property Rights**) in respect of or derived from the I-EX Trading System are and remain the sole and exclusive property of I-EX and/or any licensors of any software used in respect of the I-EX Trading System (**Licensors**); and

(b) you have no Intellectual Property Rights in respect of or derived from and will not acquire any Intellectual Property Rights in relation to the I-EX Trading System, and/or any derivative or adaptation thereof.



THE INTEGRATED EXCHANGE

- 4.2 If you become aware of any access to or use of the I-EX Trading System by a third party that is unauthorised or which constitutes an infringement or interference with the Licensor's Intellectual Property Rights, you must promptly notify I-EX and co-operate with I-EX and/or any Licensor in any legal action which I-EX and/or any Licensor may undertake to protect the Intellectual Property Rights.

5. I-EX AUTHORISED USERS

- 5.1 A list of all I-EX Authorised Users and their contact details can be found on the I-EX website.
- 5.2 You will be required to enter into an I-EX Client Mandate Agreement with the I-EX Authorised User you select, subject to any relevant Issuer Rules which may require you to select a particular I-EX Authorised User. The form of I-EX Client Mandate Agreement can be accessed on the I-EX website.

6. I-EX TRUST ACCOUNT

- 6.1 I-EX operates on a strict pre-funded principle.
- 6.2 Any monies deposited by a Client, or on its behalf, for purposes of trading on the I-EX Trading System, will be held in the I-EX Trust Account, which is a separate bank account maintained by a separate insolvency remote entity established by I-EX solely for purposes of maintaining the I-EX Trust Account.
- 6.3 Interest accruing in respect of funds standing to the credit of the I-EX Trust Account(s), and allocated to a Client's Trading Account, will be payable to the Client on the first Business Day following the last calendar day of the month, after deduction of the Account Maintenance Fee owing to I-EX by the Client in respect of that month.
- 6.4 The account maintenance fee will be calculated as follows:
Account maintenance fee is based on the daily cash balance in the Clients trading account multiplied by the effective daily interest rate being 3.5%.

This recovery will be recouped on the last calendar day of the month.

- 6.5 I-EX will operate and be responsible for the entire cash flow settlement process. However, it is important to note that it is your responsibility, and that of your I-EX Authorised User to ensure that I-EX is provided with correct banking details, and that these are kept up to date in accordance with the provisions of the I-EX Rules.



THE INTEGRATED EXCHANGE

7. LIMITATIONS OF LIABILITY

7.1 Your attention is drawn to the provisions of Rule 2.4, which states that, subject to the FMA and other applicable laws, I-EX is not responsible for or liable to any person for any loss or damage resulting from:

- (a) negligence, on the part of I-EX or on the part of any employee of I-EX (other than the I-EX Authorised User in accordance with the provisions of the mandate agreement between the Client and the I-EX Authorised User);
- (b) any act or omission on the part of any third party;
- (c) incorrect, inaccurate, defective or misleading information furnished or supplied to I-EX by the Client or any I-EX Authorised User, including but not limited to, the details of the Client Bank Account;
- (d) equipment breakdown or the breakdown, interruption, suspension, termination or failure of or defect in any system, including but not limited to any trading system, or service rendered by or on behalf of I-EX other than for reason of gross negligence, fraud or wilful default by I-EX or its employees;
- (e) any act by a third party (other than an employee of I-EX) involving the theft of the Client's identity and personal information, and the fraudulent use of it for any purposes whatsoever, including but not limited to, obtaining access to the I-EX Trading System, any funds owing to the Client and/or submit Trading Instructions;
- (f) computer system malfunction, the interruption or failure of communications links, power failure, the failure of or defect in any software or hardware, whether owned by, licensed or leased to I-EX, the loss or destruction of any data and any loss or damage caused by natural disaster, riot, insurrection, acts of vandalism, sabotage or similar cause (other than for reason of gross negligence, fraud or wilful default by I-EX or its employees); and
- (g) the termination, for any reason, of any licence or other agreement to which I-EX is a party other than for reason of gross negligence, fraud or wilful default by I-EX or its employees.

7.2 In addition, in terms of Rule 9.3, no officer, employee or representative of I-EX shall be liable for any loss sustained by, or damage caused to any person as a result of anything done or omitted by them in the bona fide or negligent performance of any function under or in terms of the I-EX Rules (other than gross negligence, fraud or wilful default).



THE INTEGRATED EXCHANGE

8. GENERAL

- 8.1 Please refer to the I-EX Operational Manual, which can be found on the Legal tab on the I-EX website, and which sets out important information relating to procedural and operational aspects of trading on the I-EX Trading System. The manual is provided for information purposes only.
- 8.2 Paragraphs 3 to 7 of this document contain information relating to certain provisions of the I-EX Rules, which are intended solely to give you notice of the contents of certain Rules, but do not amend, replace, novate or supersede the I-EX Rules as accepted by you in terms hereof.
- 8.3 In the event of conflict between the I-EX Rules and the provisions of this document, the provision the I-EX Rules shall prevail.
- 8.4 This document shall be governed by, and construed in accordance with, the laws of the Republic of South Africa.



THE INTEGRATED EXCHANGE

SECTION B

ACCEPTANCE OF THE INTEGRATED EXCHANGE PROPRIETARY LIMITED RULES

Name of signatory:

Capacity of signatory

Shareholder/Authorised representative
(delete what is not applicable)

Identity number:

Name of Client if signed by authorised representative:

Shareholder number:

Signed:

Date: