

This General Client Agreement ("Agreement") sets out the terms and conditions that govern the relationship between AccelPrime (PTY) Ltd ("the Company," "we," "us," or "our") and you ("the Client," "you," or "your") when accessing and using our financial services. By using our services, you acknowledge that you have read, understood, and agreed to the terms of this Agreement.

### 1. INTRODUCTION

- 1.1 AccelPrime is a licensed Category I Financial Services Provider (FSP) authorized under the Financial Advisory and Intermediary Services Act No. 37 of 2002 (FAIS Act).
- 1.2 The Company provides advisory and intermediary services in respect of certain financial products as defined under the FAIS Act.
- 1.3 This Agreement, together with our **Privacy Policy, Terms of Use, Risk Disclosure, and other relevant documents**, constitutes the full understanding between the parties.

# 2. CLIENT ELIGIBILITY

- 2.1 By entering into this Agreement, you confirm that you:
  - Are at least **18 years old** (or the legal age of majority in your jurisdiction).
  - Have full legal capacity to enter into binding agreements.
  - Are not prohibited from using our services under applicable laws.

## 3. OUR SERVICES

- 3.1 The Company provides execution-only services, advice, and intermediary services in relation to approved financial products.
- 3.2 We do not provide discretionary portfolio management or automated investment services.
- 3.3 Any recommendations or advice provided will be based on available information and in accordance with regulatory requirements, but **we do not guarantee investment outcomes**.
- 3.4 The Company does not act as a principal in any transactions and does not hold client funds.

### 4. CLIENT RESPONSIBILITIES

- 4.1 You agree to:
  - Provide accurate and complete information as required by the Company.
  - Use our services for lawful and legitimate purposes.
  - Regularly review any updates to this Agreement and related documents.
  - · Seek independent financial advice if necessary.
- 4.2 You understand that **all investments carry risks**, and you assume full responsibility for your financial decisions.

## 5. COMPLIANCE & REGULATORY REQUIREMENTS

- 5.1 As a licensed **Category I FSP**, the Company complies with:
  - The FAIS Act and its regulations.
  - The General Code of Conduct for Financial Services Providers.
  - Other relevant financial laws and regulations.
- 5.2 The Company may be required to conduct **client due diligence (KYC)** and report suspicious activities in accordance with **anti-money laundering (AML) laws**.

### 6. CONFLICTS OF INTEREST

6.1 The Company has a Conflicts of Interest Policy in place to manage potential conflicts.6.2 We will disclose any actual or potential conflicts of interest that may arise when providing services.

### 7. FEES & CHARGES

- 7.1 Fees applicable to our services will be disclosed upfront, including:
  - · Advisory or intermediary service fees.
  - Any third-party charges (if applicable).
- 7.2 Fees may change from time to time, and any updates will be communicated to clients in advance.

### 8. COMPLAINTS & DISPUTE RESOLUTION

- 8.1 If you have a complaint, you may submit it to us at <a href="mailto:complainte@ccelprime.com">complainte@ccelprime.com</a> and we will address it in accordance with our internal complaints policy.
- 8.2 If unresolved, you may escalate the matter to the **FAIS Ombud**:
  - Postal Address: P.O. Box 74571, Lynnwood Ridge, 0040
  - Telephone: +27 12 762 5000 / 0860 066 3274
  - Email: info@faisombud.co.za
  - Website: <u>www.faisombud.co.za</u>

## 9. LIMITATION OF LIABILITY

- 9.1 The Company shall not be liable for:
  - Losses arising from market fluctuations, economic conditions, or regulatory changes.
  - Decisions made by the Client based on information or advice provided.
  - Technical issues or service interruptions beyond our control.

AccelPrime (Pty) Ltd is an authorized Financial Services Provider regulated by the Financial Sector Authority (FSCA) of South Africa. FSP Number: 54411, Registration number 2024/353208/07.

9.2 Nothing in this Agreement excludes liability for fraud, gross negligence, or any statutory obligations under applicable laws.

# **10. TERMINATION**

- 10.1 This Agreement remains in effect unless terminated by either party.
- 10.2 Either party may terminate this Agreement by providing 30 days' written notice.
- 10.3 Termination does not affect rights or obligations that have already accrued.

# 11. GOVERNING LAW & JURISDICTION

- 11.1 This Agreement is governed by the laws of South Africa.
- 11.2 Any disputes arising under this Agreement will be resolved in **South African courts**.

### 12. AMENDMENTS

- 12.1 The Company reserves the right to amend this Agreement at any time.
- 12.2 Any changes will be communicated via our website or directly to clients.

## 13. ACCEPTANCE

By using our services, you acknowledge that you have read, understood, and agreed to the terms of this Agreement.

# For any questions, contact us at:

• Email: <a href="mailto:support@accelprime.com">support@accelprime.com</a>