



ALI FUND
MANAGERS

Ali Fund Managers Pty Ltd

Client Account

Terms & Conditions

Version 1.0

Ali Fund Managers Pty Ltd
FSCA – FSP Number 54032

These **Terms and Conditions** constitute a legally binding agreement governing your access to and use of the website, online platforms, mobile applications, and any other digital or electronic surfaces provided by **Ali Fund Managers Pty Ltd** (“Ali Fund Managers SA”, “AFM”, “we”, “us”, or “our”), a financial services provider duly authorized and regulated by the **Financial Sector Conduct Authority (FSCA)** of South Africa under License Number 54032. The terms “you”, “your”, and “yours” refer to the individual(s) or entity(ies) accessing these Terms and Conditions, including any third party you are authorized to represent.

By accessing our **Online Services**, which encompass our website, online trading platform, mobile trading application, branded social media pages, and other electronic channels, you unequivocally acknowledge and agree to be bound by these Terms and Conditions, as well as all associated policies, guidelines, client onboarding documentation, and application forms (collectively referred to as the “**Online Documents**”). These Terms and Conditions outline the rights, obligations, and responsibilities of both parties in relation to the intermediary services we provide, ensuring transparency and compliance with applicable regulatory frameworks.

Key Provisions and Acknowledgements

1. **Acceptance of Terms:** Your access to or use of our Online Services constitutes your full and unconditional acceptance of these Terms and Conditions, the Online Documents, and any additional notices or policies referenced herein. This acceptance forms a legally binding contract between you and Ali Fund Managers SA.
2. **Monitoring and Recording:** Your interactions with our Online Services, including trading patterns, account activities, and communications, may be monitored, tracked, and recorded for compliance, security, and quality assurance purposes. By using our Online Services, you expressly consent to such monitoring, tracking, and recording activities.
3. **Eligibility for Services:** Not all products or services offered by Ali Fund Managers SA may be available to you. Eligibility is determined based on our internal onboarding policies, procedures, and compliance with regulatory requirements, including those mandated by the FAIS Act. Ali Fund Managers SA reserves the sole and absolute right to assess and determine eligibility for any product or service facilitated through our principal brokers or over-the-counter derivative providers.
4. **Legal and Financial Advice:** These Terms and Conditions are a critical legal document that governs our relationship. You are strongly advised to seek independent legal, financial, or other professional advice before proceeding, as the document contains important information regarding your rights, obligations, and potential risks. If English is not your first language, consider engaging a professional to explain technical and financial terms.

5. **Third-Party Representation:** If you access our services on behalf of a third party (e.g., an employer or client), you represent and warrant that you are duly authorized to do so. Relevant documentation, such as a Power of Attorney or other legal authorization, must be provided to substantiate your authority. Unauthorized access or use of our Online Services, including but not limited to unauthorized entry, misuse of passwords, or misuse of information posted on our platforms, is strictly prohibited and may result in legal consequences.
6. **High-Risk Nature of Products:** Ali Fund Managers SA provides intermediary services related to complex financial derivative products, specifically **Contracts for Differences (CFDs)**, which are traded on a margin or leverage basis through our principal brokers' platforms. These products carry an inherently high degree of risk to your capital, as prices can fluctuate rapidly, potentially resulting in losses that exceed your initial investment. You are urged to carefully review the **Risk Disclosure Notice** (Schedule 1) to fully understand the risks involved. Trading in these products may not be suitable for all investors, and you should only engage if you fully comprehend and accept the risks and are financially capable of sustaining potential losses.

THIS IS A LEGALLY BINDING CONTRACT. DO NOT ACCEPT OR PROCEED WITH USING OUR SERVICES UNTIL YOU HAVE THOROUGHLY READ, UNDERSTOOD, AND AGREED TO ALL PROVISIONS, INCLUDING THE CUSTOMER ACCOUNT APPLICATION, RISK DISCLOSURE NOTICE, TRADING POLICIES, AND THE TERMS OF OUR PRINCIPAL BROKERS.

Your acceptance of these Terms and Conditions confirms that you have diligently reviewed and understood the **Risk Disclosure Notice, Trading Policies and Procedures**, and the terms and conditions of our principal brokers as outlined in this document. Furthermore, you represent, warrant, and certify that all information provided in the **Customer Account Application** is accurate, complete, and up to date, and you undertake to notify us promptly of any changes to this information.

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1. Introduction

This **Account Opening Agreement** (“Agreement”) establishes the comprehensive terms and conditions under which **Ali Fund Managers (Pty) Ltd**, a South African entity authorized as a financial services provider under the FAIS Act, provides intermediary services to you, the **Client**. These services facilitate access to financial derivative products through our designated principal brokers, ensuring compliance with South African regulatory standards and international best practices.

1. **Regulatory Framework:** Ali Fund Managers SA is fully authorized and regulated by the Financial Sector Conduct Authority (“FSCA”) under License Number 54032, ensuring adherence to the Financial Advisory and Intermediary Services (“FAIS”) Act and other applicable laws. Our operations are subject to rigorous oversight to protect client interests and maintain market integrity.
2. **Client Due Diligence:** Prior to entering into this Agreement, we are obligated to collect detailed information regarding your financial situation, investment objectives, risk tolerance, and other relevant factors. This process, mandated by the FAIS Act and the Financial Intelligence Centre Act (“FICA”), enables us to assess the suitability of our services for your needs and ensure that our offerings align with your best interests while meeting FICA obligations. You agree to provide accurate and complete information and to update us promptly if any details change.
3. **Supersession of Prior Agreements:** These Terms and Conditions supersede any previous agreements, arrangements, or understandings, whether written or oral, between you and Ali Fund Managers SA concerning the provision of our intermediary services. This ensures a clear and unified framework for our relationship.
4. **Amendments and Updates:** We reserve the right to vary, amend, or update these Terms and Conditions at our sole discretion, with notice provided to you. Such notice may be delivered via the Online Platform, email, or other electronic means and will take effect on the date specified or immediately if no date is provided. Amendments may reflect changes in regulatory requirements, market conditions, or our operational policies.
5. **Availability of Terms:** A current and definitive copy of these Terms and Conditions, as amended from time to time, will always be accessible on our Online Platform, ensuring transparency and ease of reference.
6. **Notification of Changes:** You undertake to notify us immediately of any changes to the information provided in connection with these Terms and Conditions, including but not limited to details in the account opening form, contact information, or financial circumstances. Failure to provide timely updates may impact your ability to access our services or comply with regulatory requirements.

7. **Verification and Investigation:** By accepting these Terms, you authorize Ali Fund Managers SA or our appointed agents to conduct investigations to verify your identity, credit standing, and investment history. This may involve contacting banks, financial institutions, credit agencies, or other relevant entities to confirm the accuracy of your information. You further authorize us to investigate your current and past investment activities, including contacting brokers or other parties as deemed necessary.
8. **Consequences of Violation:** Any breach or violation of these Terms and Conditions, including unauthorized access or misuse of our services, may result in the immediate suspension or termination of your account, as well as potential legal action.
9. **Jurisdictional Compliance:** It is your sole responsibility to ensure that your use of our Online Platform and engagement with our services comply with the laws and regulations of your jurisdiction. Unauthorized solicitation or use of our services in restricted jurisdictions is strictly prohibited and may result in account termination or legal consequences.
10. **Defined Terms and Interpretation:** To enhance readability, we use defined words and terms, which are bolded (e.g., **Client**, **Online Platform**) and retain their meaning throughout the document unless the context requires otherwise. A comprehensive list of definitions is provided in Schedule 1 to ensure clarity and consistency.

2. Services

Ali Fund Managers SA acts strictly in an intermediary capacity, in relation to Contracts for Differences (CFDs) on a range of underlying instruments, including but not limited to foreign exchange contracts, precious metals, oil, commodities, indices, and other financial products made available through an Online Platform (collectively, “Products”).

Ali Fund Managers SA does **not act as a counterparty or execution venue**, but instead performs the following intermediary functions (in line with FAIS Act) on behalf of its designated principal brokers:

- a) **Client Solicitation and Onboarding:** Ali Fund Managers SA is responsible for marketing and soliciting prospective clients and facilitating their onboarding in accordance with the policies and procedures of the designated principal brokers and in compliance with applicable South African laws and regulations.
- b) **Client Funds Management:** Ali Fund Managers SA may hold client funds in segregated accounts, where required, strictly for the purpose of facilitating transactions and in accordance with applicable regulatory requirements.

- c) Complaints Handling and Resolution Facilitation:** Ali Fund Managers SA is responsible for receiving, recording, and addressing client complaints in the first instance and will liaise with the relevant principal broker to facilitate the fair and timely resolution of any disputes that may arise between the client and the principal broker.

All services rendered by Ali Fund Managers SA are performed under the authority of, and in accordance with, the agreements in place with the principal brokers/execution venues.

(i) Execution Venues:

Our intermediary services are executed through the following principal broker (over-the-counter derivative provider), whom we have arrangements in place for this service: Ox Securities Limited – Liquidity Provider.

(ii) Non-Advisory Role:

We do not provide investment advice, personal recommendations, or portfolio management services. Our role is limited to facilitating the execution of your orders through our principal brokers. You acknowledge that our execution of any order does not constitute an endorsement, approval, or recommendation of the transaction or Product. Detailed risk disclosures are provided on the Online Platform and in Schedule 1.

(iii) Counterparty Selection:

All client orders are executed by counterparties or liquidity providers selected at our reasonable discretion, ensuring efficient and compliant transaction processing.

(iv) Principal Transactions:

Unless expressly agreed in writing, you enter each transaction as a principal, not as an agent acting on behalf of another party. Ali Fund Managers SA is responsible solely to you and has no obligations to any underlying principals or customers you may represent. You are solely responsible for fulfilling your obligations to us.

(v) Service Modifications:

We reserve the right to modify, suspend, or discontinue any or all intermediary services, temporarily or permanently, with or without prior notice. Such changes may be necessitated by regulatory requirements, market conditions, or operational considerations. You agree that Ali Fund Managers SA will not be liable to you or any third party for any losses, damages, or costs arising from such modifications, suspensions, or discontinuations.

(vi) Client Responsibilities:

You are responsible for understanding the nature of the Products offered, the risks involved, and the operational mechanics of our Online Platform. We encourage you to utilise the **Demo Account** to familiarize yourself with CFD trading before engaging in live trading.

3. Prices

- (i) **Bid and Ask Quotations:** The principal broker provides “bid” and “ask” prices for each product offered through the Online Platform, reflecting the prices at which you may sell or buy, respectively. The principal broker may charge commissions on transactions, which will be clearly disclosed on the Online Platform prior to execution.
- (ii) **Price Validity and Limitations:** Each price quoted on the Online Platform remains valid until its specified expiration time or until it is withdrawn or cancelled, whichever occurs earlier. Prices are available for transactions up to a maximum principal amount, as determined by the principal broker and published on the Platform or otherwise communicated to you.
- (iii) **Price Variations and Slippage:** You acknowledge that prices and maximum transaction amounts may vary between platforms based on factors such as account type, internet speed, trading volume, or market conditions. Prices may be altered, withdrawn, or refused at the absolute discretion of the principal broker without prior notice. Due to market volatility or system latency, the executed price of an order may differ from the quoted price (a phenomenon known as “slippage”). Slippage may work in your favour or the principal broker, depending on market movements, and principal broker commit to applying a consistent and fair approach to managing such occurrences.
- (iv) **Price Transparency:** Ali Fund Managers SA, acting as an intermediary, facilitates access to trading services through its appointed principal broker(s). While we aim to ensure that pricing provided through our platform is transparent and competitive, we do not warrant that the prices quoted will always correspond to prevailing market conditions at the exact time of order execution. This may particularly be the case during periods of high market volatility, low liquidity, or fast-moving market events. Clients should be aware that such circumstances may result in price slippage, delayed execution, or rejected orders. As an intermediary, Ali Fund Managers SA is not responsible for price determination or execution, which are functions of the principal broker(s).

4. Orders, Transactions, and Open Positions

1. **Order Submission Process:** Unless otherwise agreed, all orders must be submitted electronically through the Online Platform. In exceptional circumstances, such as

system outages, we may, at the absolute discretion of our principal brokers, accept instructions via telephone, subject to additional verification procedures.

2. **Order Confirmation Requirements:** Orders submitted by clients may be subject to confirmation in a format or manner required by our principal broker(s) to ensure compliance with regulatory and operational requirements. Orders shall only become effective once they have been received and accepted by the relevant principal broker. Once accepted, such orders may not be rescinded, withdrawn, or amended without the prior written consent of Ali Fund Managers SA and, where applicable, the principal broker.
3. **Order Authenticity and Authorization:** Ali Fund Managers SA may act on any instruction related to your account or onboarding process that we reasonably believe to have been given by you or your authorised representative, without further inquiry into its authenticity, authority, or identity. You remain solely responsible for ensuring that only authorised individuals have access to your account with the principal broker. For trading instructions, access management, or platform activity, you must notify us or liaise directly with the principal broker in accordance with their platform terms and conditions
4. **Right to Refuse Orders:** Clients place orders directly on the trading platform provided by the appointed principal broker(s), who are solely responsible for the execution, rejection, or amendment of such orders. Ali Fund Managers SA does not transmit or execute client orders and has no control over the principal broker's order handling processes. The principal broker(s) reserve the right, at their sole discretion, to refuse to execute any order, in whole or in part, or to decline to act on an order after receipt. Where Ali Fund Managers SA is notified of such refusal, we will endeavour to inform you, but we are not liable for any failure to process orders due to technical failures, system outages, or other disruptions beyond our control.
5. **Binding Nature of Executed Orders:** By placing an order on the trading platform provided by the principal broker, you enter into a binding agreement directly with the principal broker in accordance with their terms and conditions. Ali Fund Managers SA does not execute, transmit, or intermediate individual orders and acts solely in an onboarding, administrative, and client support capacity. These Terms and Conditions govern the intermediary services provided by Ali Fund Managers SA and do not constitute a trading agreement between you and Ali Fund Managers SA in respect of financial products.
6. **Client Monitoring Responsibilities:** You are solely responsible for monitoring your open positions, maintaining contact with us, and providing timely instructions. We are not obligated to contact you regarding open positions, and we accept no liability for losses arising from your failure to monitor or instruct accordingly.

7. **Record-Keeping Obligations:** You agree to maintain accurate records of your trading activity conducted on the platform of the principal broker, including the nature, timing, and details of all orders submitted, to support any dispute resolution or compliance inquiries. While Ali Fund Managers SA does not have access to or control over trading activity, we may, in consultation with the principal broker or as required by applicable regulations, impose administrative restrictions, such as limits on access, position size, or trading activity or restrict your account to closing-only transactions where necessary to enforce position limits, risk controls, or compliance requirements.
8. **Withdrawal Procedures:** Withdrawal requests are subject to compliance with applicable Anti-Money Laundering (AML), Counter-Terrorist Financing (CTF), and Know Your Customer (KYC) requirements, including the possible submission of additional supporting documentation to verify your identity, source of funds, or transactional legitimacy. Ali Fund Managers SA reserves the right to decline withdrawal requests made via certain payment methods, to request the use of alternative payment channels, or to delay processing until satisfactory documentation has been provided. You are solely responsible for any bank transfer fees, intermediary banking charges, or currency conversion costs incurred in connection with your withdrawal.
9. **Withdrawal Processing:** Approved withdrawal requests are generally processed within one business day following receipt of complete instructions, reducing your account balance upon completion. We may delay processing or decline requests if documentation is incomplete or non-compliant.
10. **Stop-Loss Order Obligations:** Stop-loss orders are managed and executed by the principal broker on its trading platform, and Ali Fund Managers SA has no control over their execution or outcome. If a stop-loss order results in a loss that leads to a negative balance or margin shortfall, you remain fully responsible for covering such shortfall in accordance with the principal broker's margin and funding requirements. Ali Fund Managers SA may, where applicable and with notice, require that such shortfall be settled within one business day or within such other period as may be agreed in writing.
11. **Handling of Errors:** Quoting and execution of trades are conducted solely by the principal broker through their trading platform. Ali Fund Managers SA is not responsible for any quoting errors, execution issues, slippage, system malfunctions, or typographical mistakes that may occur on the platform. The principal broker reserves the right to cancel orders, reverse transactions, close positions, or make necessary adjustments to correct such errors. Ali Fund Managers SA may, where appropriate, assist in facilitating communication between you and the principal broker to resolve any disputes arising from such incidents.

- 12. Manifest Errors:** Manifest errors such as significant pricing discrepancies, execution mistakes, or erroneous market data, are handled exclusively by the principal broker, who may take corrective action without prior notice, including revoking profits, adjusting or cancelling trades, or closing affected positions. Ali Fund Managers SA does not control the trading platform and is not liable for any such errors or corrective actions. While we may assist in facilitating the resolution of related disputes with the principal broker, all determinations regarding manifest errors shall be made at the discretion of the principal broker. You acknowledge and accept this risk and waive any claims for compensation against Ali Fund Managers SA in relation to such events.
- 13. Market and Regulatory Actions:** If a Market, central clearing counterparty, or regulatory authority takes action that affects transactions conducted through the principal broker such as suspensions, regulatory investigations, or insolvency proceedings, the principal broker may take necessary steps to comply with such actions, including closing positions or freezing accounts. Ali Fund Managers SA may, where applicable, be required to cooperate with such regulatory or legal proceedings and may take corresponding administrative actions, including freezing withdrawals or verifying client information. You agree to comply with any requests for information or cooperation made by Ali Fund Managers SA or the principal broker in connection with such events. Any actions taken under such circumstances are binding on you.

5. Online Platform

1. Access Details and Security.

To access the trading platform provided by the principal broker, you will be issued secure access credentials (e.g., username and password) during the onboarding process. Any use of these credentials will be deemed to have been authorised by you or undertaken with your knowledge and consent, unless proven otherwise.

2. Security Responsibilities.

You are solely responsible for maintaining the confidentiality of your platform access credentials. This includes regularly updating your password and ensuring that such credentials are not disclosed to any unauthorised third party. Ali Fund Managers SA must be notified immediately using the contact details provided on our website if you suspect or become aware of any loss, theft, or unauthorised use of your credentials. Ali Fund Managers SA will coordinate with the principal broker to take appropriate action.

3. Liability for Unauthorized Use.

You remain fully liable for all activity conducted through your trading account on the principal broker's platform, whether such activity was authorised or not. Ali Fund Managers SA accepts no liability for any resulting transactions, losses, or unauthorised access, and you agree to indemnify and hold Ali Fund Managers SA harmless against any claims, costs, or liabilities arising from the unauthorised use of your credentials, except where due to our proven gross negligence or willful misconduct.

4. Enhanced Security Measures.

We may introduce additional layers of user identification or security protocols at our discretion, notifying you of any new procedures as soon as practicable.

5. Equipment and Connectivity.

You are responsible for obtaining and maintaining the necessary equipment, software, and internet connectivity required to access the principal broker's platform. Ali Fund Managers SA and any service providers assisting us do not warrant the functionality, uptime, or uninterrupted availability of the trading platform. Ali Fund Managers SA disclaims liability for any connectivity issues, communication delays, or system failures that are outside of its direct control.

6. System Risks and Limitations.

Ali Fund Managers SA is not responsible for losses arising from system errors, network interruptions, transmission delays, third-party cyberattacks, or internet service disruptions affecting your access to the trading platform. Provided that we have taken reasonable steps to secure our systems and communications, Ali Fund Managers SA shall not be liable for any technical failures or resulting financial loss. You remain responsible for monitoring your trading activity and for settling any resulting transactions conducted on the principal broker's platform.

7. Prohibited Uses

You may not use the trading platform provided by our appointed principal broker in any way that:

- a. Violates any applicable laws or regulations, particularly relating to market conduct, insider trading, or market abuse;
- b. Involves defamatory, obscene, unlawful activity, or infringes the intellectual property rights of Ali Fund Managers SA, the principal broker, or any third party;

- c. Introduces malware, viruses, worms, or any harmful code intended to disrupt, damage, or impair the platform or related systems;
- d. Engages in unfair trading practices such as arbitrage exploitation, latency abuse, or any form of manipulative trading behaviors;
- e. Attempts to mirror, frame, deep-link to, or otherwise reproduce the platform or its content without the prior written consent of Ali Fund Managers SA or the principal broker.

Ali Fund Managers SA reserves the right to report such misuse, cooperate with regulators, and take reasonable steps to protect its interests and those of the principal broker.

8. Platform Updates and Communications.

Notices, feature updates, declarations, and warnings relating to the trading platform are issued directly by the principal broker via the Online Platform or to your registered email address. Ali Fund Managers SA may also send important regulatory or administrative communications to your registered contact details. You agree to review all such communications promptly and notify Ali Fund Managers SA or the principal broker of any concerns or disagreements without delay.

9. Device Requirements.

You are responsible for using a compatible and secure device (e.g., desktop, laptop, or smartphone) to access the Online Platform. Your device must be properly maintained, free from malware, and equipped with up-to-date antivirus protection. Any known or suspected defects, malfunctions, or breaches of device security must be reported immediately to Ali Fund Managers SA and/or the principal broker. You must cease platform usage until you are authorised to resume.

10. Intellectual Property Protections

The Online Platform and all associated content, including but not limited to software, data, analytics, and third-party materials, are the intellectual property of the principal broker or its licensors. You may not copy, reproduce, reverse-engineer, distribute, or modify any aspect of the platform without the express written consent of the relevant rights holder, except where permitted by applicable law. Ali Fund Managers SA retains intellectual property rights over its own branding, content, and materials made available separately.

11. Suspension or Withdrawal.

Access to the Online Platform may be suspended or permanently withdrawn by the principal broker at any time without prior notice, where necessary for legal, regulatory, operational, or security reasons. Ali Fund Managers SA may also suspend or restrict your access to onboarding or support services in cases of non-compliance or suspected misconduct. You acknowledge that such decisions are binding and may occur without notice in urgent cases.

12. Electronic Trading Service:

a. User Responsibilities:

You are solely responsible for safeguarding your access credentials and any related security information used to access the trading platform. Sharing login credentials with unauthorised persons is strictly prohibited. You remain liable for all transactions and actions conducted under your account.

b. Service Interruptions:

The Electronic Trading Service, operated by the principal broker, may be suspended or restricted due to scheduled maintenance, system upgrades, or unexpected disruptions (e.g., force majeure, cyberattacks, or technical failure). Ali Fund Managers SA does not warrant uninterrupted access and shall not be liable for resulting losses, provided reasonable steps are taken to minimise disruption.

c. Third-Party Software Usage:

The use of automated trading systems, APIs, or third-party software tools in connection with the platform is strictly prohibited unless expressly authorised in writing by the principal broker. Unauthorised use may result in account suspension or termination, and you will remain liable for any resulting damages or regulatory breaches.

6. Transaction Confirmations and Account Statements

1. Transaction Confirmations

Trade execution and transaction confirmations are handled by the principal broker via the Online Platform. Following the execution of an order, a confirmation will typically be made available on the platform no later than the next business day. Ali Fund Managers SA does not issue trade confirmations and is not responsible for any failure by the principal broker to

provide such confirmations. The absence of a confirmation does not invalidate the underlying transaction.

2. Deposit and Verification Limits

Prior to the full completion of the onboarding and client verification process, Ali Fund Managers SA may, in conjunction with the principal broker, restrict your ability to transact or deposit funds. Clients may be limited to a single deposit not exceeding USD 300 (or equivalent in local currency), and trading on the Online Platform will not be permitted until all KYC, AML, and regulatory requirements have been met and verified.

3. Establishment of Business Relationship

Your business relationship with Ali Fund Managers SA is only formally established upon the successful completion of the onboarding process, including the submission and verification of all documentation required under applicable regulatory standards (e.g., FAIS Act and FIC Act). Similarly, a trading relationship with the principal broker is established only upon acceptance of your application and verification by the principal broker in accordance with its own onboarding procedures.

7. Abusive Trading Activities

Ali Fund Managers SA is committed to upholding the highest standards of integrity, fairness, and transparency in all client interactions and intermediary services. While Ali Fund Managers SA does not operate a trading platform or execute trades, we maintain a zero-tolerance policy toward any form of **Abusive Trading Activity** conducted through the platform of our appointed principal broker. Such activities undermine market fairness, exploit system vulnerabilities, and may expose both the client and the firm to regulatory and legal risks. Examples of prohibited activities include, but are not limited to:

- 1. Market Abuse:** Engaging in practices that manipulate market prices or securities, such as coordinated trading to influence pricing or liquidity, which may affect our principal brokers' strategies or market dynamics.
- 2. Price Manipulation:** Artificially inflating or deflating prices on specific exchanges or platforms to exploit price discrepancies, often by placing strategic orders concurrently or in advance to capitalize on manipulated pricing.
- 3. Swap-Free Account Abuse:** Misusing swap-free accounts (intended for religious or specific trading purposes) by placing strategic orders to exploit benefits, such as

holding positions in instruments like gold (XAU) or silver (XAG) without genuine trading intent.

4. **Latency Abuse:** Exploiting delays in trade execution, often through high-speed trading technologies, to gain unfair advantages over other market participants, distorting market efficiency and fairness.
5. **Arbitrage Abuse:** Opening accounts with multiple brokers, including Ali Fund Managers SA, to exploit price differences across platforms for risk-free profits, undermining market integrity and fairness.
6. **Scalping Abuse:** Engaging in rapid, high-frequency trading to exploit small price movements, often within minutes, using hedged positions to mask scalping activities, which can disadvantage other traders.
7. **Churning Abuse:** Conducting excessive trading in a client's account primarily to generate commissions, without regard for the client's investment objectives or risk tolerance, resulting in unnecessary costs.
8. **System Error Abuse:** Exploiting technical malfunctions, glitches, or loopholes in the Online Platform to execute trades at prices or conditions not normally available, gaining unfair advantages.
9. **Credit/Bonus Abuse:** Manipulating promotional offers, such as bonuses or credits, by opening multiple accounts or using high-risk strategies to meet withdrawal conditions, compromising the integrity of promotional programs.
10. **Multiple Accounts Abuse:** Opening multiple accounts under the same or different names to manipulate market actions, execute coordinated trades, or exploit bonuses, distorting market fairness and trading conditions.
11. **Promotion Abuse:** Exploiting promotional offers (e.g., higher leverage, cashback) through deceptive means, such as creating multiple accounts or engaging in prohibited activities to qualify for rewards, leading to financial and regulatory repercussions.

Consequences of Abusive Trading:

Upon detection of Abusive Trading Activities, the principal broker has sole discretion to determine the appropriate course of action, which may include:

- Revoking swap-free status or promotional privileges from all affected accounts, including recovering unaccrued swaps, interest, or costs.
- Cancelling all credits or bonuses immediately without prior notice.
- Reversing or cancelling all trades, revoking profits or losses, terminating associated accounts, and voiding any related introducing broker (IB) commissions.
- Freezing account funds pending further investigation, which may lead to permanent account closure or legal action.

Ali Fund Managers SA reserves the right to cooperate fully with the principal broker and regulatory bodies in investigating any suspected misconduct. Clients are expected to act in good faith and in accordance with the terms of use of both Ali Fund Managers SA and the principal broker

8. Consent to Electronic Communication

You expressly consent to receiving communications from Ali Fund Managers SA through electronic means, including but not limited to email, the Online Platform, secure client portals, electronic chat systems, and other digital communication channels. These communications may include, but are not limited to:

- Account and onboarding updates,
- Regulatory disclosures and compliance-related notices,
- Legal documentation,
- Administrative instructions, and
- Marketing or promotional materials (subject to applicable direct marketing regulations).

You acknowledge that electronic communications shall, to the extent permitted by law, satisfy any legal requirement for a document to be in writing, signed, or retained. This includes communications governed by the Electronic Communications and Transactions Act (ECTA) and relevant provisions under the FAIS Act.

If you wish to revoke this consent or request an alternative method of communication (e.g., hard copy correspondence), you must provide written notice to Ali Fund Managers SA specifying your preferred method. Revocation of electronic communication consent may affect the availability or timeliness of certain services.

9. Margin

1. Margin Obligations

Margin requirements are set and enforced by the principal broker through their trading platform. You are required to maintain adequate margin (in the form of funds or assets) in accordance with the principal broker's margin policies to secure your actual, future, contingent, or potential liabilities. Ali Fund Managers SA does not determine or hold margin but may assist in communicating relevant margin requirements or funding instructions where applicable.

2. Credit Lines

Any credit lines or leverage facilities offered for trading purposes are issued solely at the discretion of the principal broker and are subject to their terms and risk parameters. Such facilities do not constitute consumer credit under any applicable financial legislation. Ali Fund Managers SA does not issue credit lines and shall not be liable for any associated risks or obligations. You remain responsible for maintaining adequate margin levels regardless of any credit extended by the principal broker.

3. Margin Monitoring

You are solely responsible for monitoring your margin levels on the trading platform and ensuring compliance with the principal broker's margin requirements. Failure to meet these requirements within the prescribed timeframe may result in the automatic closure of positions by the principal broker without prior notice. Ali Fund Managers SA is not responsible for monitoring margin balances, issuing margin calls, or executing liquidations.

4. Security Interest

Any funds or assets provided as margin are subject to the principal broker's security arrangements and legal framework. Ali Fund Managers SA does not accept or hold margin as collateral, and no security interest is granted to us. Any security interest or lien over your margin is governed by your agreement with the principal broker.

5. Further Documentation

You may be required by the principal broker to execute additional documents or provide further information to perfect any security interest, comply with regulatory obligations, or confirm ownership or control of funds. Ali Fund Managers SA may facilitate the collection or processing of such documentation in support of regulatory or contractual requirements but does not itself hold any proprietary rights over your margin.

10. Settlement Date, Rollover, and Offset Instructions

1. Automatic Rollover

Open positions held beyond the close of a trading day may be subject to automatic rollover by the principal broker, in accordance with their platform rules. Applicable rollover fees, reflecting the cost of maintaining positions overnight, are set by the principal broker and published on the Online Platform. Ali Fund Managers SA does not determine or apply rollover charges but may assist in communicating fee structures to clients.

2. Discretionary Position Management

In the absence of timely instructions or actions by the client, the principal broker may, at its sole discretion and at the client's expense, take protective measures such as closing, rolling over, offsetting, or entering delivery for open positions to manage market or operational risks. These actions are undertaken in accordance with the principal broker's trading terms. Ali Fund Managers SA is not responsible for executing or authorising such discretionary actions but may support client communications and escalation processes as needed.

3. No Physical Delivery

Unless explicitly agreed in writing with the principal broker, trading in Contracts for Differences (CFDs) or similar financial products does not result in the physical delivery of any underlying asset (e.g., currencies, commodities, indices). Positions will be settled in cash, and the resulting profit or loss will be credited or debited to your account with the principal broker. Ali Fund Managers SA does not facilitate or arrange for the physical delivery of any product.

11. Client Money

1. Interest on Funds

Ali Fund Managers SA may hold client funds in accordance with applicable laws and only pays interest where such interest is actually earned from the financial institution holding the funds. Whether interest is payable, and at what rate, is at the discretion of the bank and subject to prevailing rates and policies. Ali Fund Managers SA does not guarantee the accrual or payment of interest.

2. Bank Risks and Segregation

Client funds may be held in segregated bank accounts with authorised financial institutions, which may be located outside of South Africa. These accounts are maintained under the legal and regulatory frameworks of the jurisdiction in which the bank operates (e.g., Anjouan or other offshore jurisdictions), which may differ from South African standards. In the event of insolvency or failure of a bank, Ali Fund Managers SA accepts no liability for any resulting loss of funds. Clients bear the risk associated with the use of foreign custodial institutions.

3. Currency Conversion

Where necessary to fulfil your liabilities under agreements with Ali Fund Managers SA or the principal broker, funds may be converted into another currency using prevailing market exchange rates. Such conversions will be made only to the extent reasonably required, and Ali Fund Managers SA will not be liable for any loss or cost arising from exchange rate movements or currency conversion charges.

4. Set-Off Rights

If you incur obligations or liabilities to Ali Fund Managers SA—such as administrative, onboarding, or compliance-related fees—we may, subject to FAIS Act requirements, set off such amounts against funds held on your behalf. In such cases, the relevant portion of your funds will cease to be treated as client money and will be applied to satisfy the outstanding obligations. These obligations shall become immediately due and payable upon incurrence, and set-off may be exercised without further notice.

5. Inactivity and Unclaimed Funds

If no trading activity or client-initiated account activity occurs for a continuous period of at least 12 months, Ali Fund Managers SA may, after providing you with 28 days' written notice to your last known address or email, cease to treat the remaining balance as client funds. You may submit a valid claim during this period to retain entitlement to such funds. Thereafter, unclaimed funds may be subject to regulatory reporting or escheatment requirements as applicable under local law.

12. Total Title Transfer Arrangements

1. No Title Transfer by Ali Fund Managers SA

Ali Fund Managers SA does not receive or take absolute title to client funds or margin for trading purposes. Funds deposited by clients may, where applicable, be temporarily received by Ali Fund Managers SA for the purposes of facilitating onboarding or regulatory verification, after which they are transferred to the principal broker. The principal broker may, in accordance with their jurisdictional rules and trading agreement, apply a Title Transfer Collateral Arrangement (TTCA) to client margin or collateral.

2. Repayment Obligations by Principal Broker

Where funds are transferred to the principal broker under a TTCA, the broker may assume ownership of the funds to secure the client's obligations under their trading agreement. In such cases, the principal broker will have a contractual obligation to repay an equivalent amount of funds (or equivalent assets) when they are no longer required as collateral. Ali Fund Managers SA bears no repayment obligation with respect to such funds.

3. No Interest on Collateral

Unless explicitly agreed in writing by the principal broker, clients are not entitled to receive interest on collateral or margin provided under a TTCA. Ali Fund Managers SA does not accrue or distribute interest on trading funds.

4. Third-Party Risks

Clients acknowledge that funds held by or transferred to third-party institutions (e.g., banks, custodians, or brokers) may be exposed to counterparty or insolvency risk. Ali Fund Managers SA is not liable for any loss or diminution of funds due to the failure, insolvency, or default of such institutions, where those funds are held outside of Ali Fund Managers SA's control.

5. Cancellation of Title Transfer Arrangements

If you wish to cancel or object to a title transfer arrangement in place with the principal broker, you must submit a formal request directly to the principal broker in accordance with their terms and conditions. Ali Fund Managers SA may assist in facilitating the process, but bears no authority to return or recall funds subject to the principal broker's TTCA. Termination of the TTCA may affect your ability to continue trading and may result in the closure of your positions or termination of your trading relationship.

13. Profits, Losses, and Interest Charges on Open Positions

All profit or loss adjustments, financing charges, and applicable fees on open positions are calculated and applied by the principal broker in accordance with their trading terms, as disclosed on the Online Platform. These adjustments reflect market movements, interest charges, and operational costs associated with maintaining your positions. Ali Fund Managers SA does not calculate, apply, or control such adjustments but may assist you in accessing relevant information or inquiring with the principal broker where necessary.

14. Fees and Charges

1. Fee Structure

You are responsible for all fees and charges applicable to your trading activity, as published by the principal broker on the Online Platform or otherwise communicated to you. These may include, but are not limited to, transaction commissions, financing charges, and automatic rollover fees. Ali Fund Managers SA does not determine or deduct these fees but may assist in providing you with access to relevant fee schedules or updates. All fees are subject to change at the discretion of the principal broker, and you will be notified promptly of any amendments.

2. Impact on Account Equity

You acknowledge that the deduction of fees, commissions, and other charges by the principal broker may reduce your account equity and margin balance. This may affect your ability to meet margin requirements and could result in the partial or full liquidation of open positions

in accordance with the principal broker's margin policies. Ali Fund Managers SA does not monitor trading equity or margin levels and is not responsible for the enforcement of margin calls.

3. Additional Charges

You remain liable for any additional charges or third-party costs that may be incurred or communicated to you, including but not limited to administrative fees, regulatory compliance costs, payment processing charges, or any service-related expenses. Ali Fund Managers SA may charge fees related to onboarding, client due diligence, or administrative support, where applicable and disclosed in advance.

15. Events of Default

An Event of Default may be deemed to have occurred if any of the following arise, each of which may trigger immediate action by Ali Fund Managers SA in relation to your intermediary relationship, and may be reported to the principal broker for further enforcement:

1. You fail to fulfil any payment obligation to Ali Fund Managers SA (e.g., administrative fees or regulatory charges), or fail to meet applicable margin calls as communicated by the principal broker.
2. You breach any material obligation under these Terms and Conditions or any part of your agreement with Ali Fund Managers SA, including failure to provide accurate onboarding documentation or to comply with anti-money laundering (AML) and Know Your Customer (KYC) requirements.
3. Any representation, warranty, or information provided by you is found to be materially incorrect, misleading, or fraudulent.
4. The principal broker determines that your margin or equity is insufficient to cover open positions or liabilities due to market fluctuations or other risk factors.
5. You engage in conduct that violates applicable laws, regulations, or policies—whether of Ali Fund Managers SA, the FSCA, or the principal broker (as outlined in Section 5).
6. If you are a legal entity, you initiate or are subjected to liquidation, business rescue, insolvency, or any equivalent reorganisation process.
7. If you are a natural person, you die, are declared insolvent, become mentally incapacitated, or are subjected to legal attachment or seizure of assets.
8. Ali Fund Managers SA or the principal broker reasonably anticipates that any of the above events may occur, based on credible information or changing market or legal circumstances.

Consequences of an Event of Default

If an Event of Default occurs:

- **Ali Fund Managers SA may:**
 - Terminate your intermediary relationship with immediate effect;
 - Restrict or suspend your access to onboarding, administrative, or support services;
 - Notify the principal broker of the Event of Default for enforcement under their trading agreement.
- **The principal broker may** (as per their trading terms):
 - Cancel open orders, close positions, or liquidate your account on the next practicable Liquidation Date;
 - Apply available funds to cover liabilities, margin shortfalls, and closure-related costs;
 - If your account is in credit post-liquidation, arrange repayment to your nominated bank account. If in deficit, you will remain liable to the principal broker for the outstanding amount.
- **Bankruptcy Events:**
 - If a Bankruptcy Event occurs, the principal broker's liquidation and close-out rights will be deemed exercised immediately before the event, in accordance with their governing laws and contract terms.
- **Additional Rights:**
 - These rights are in addition to any other rights Ali Fund Managers SA may have under these Terms, the FAIS Act, FIC Act, or applicable law, including reporting to authorities, cancellation of intermediary support, and recovery of administrative losses.

16. Intellectual Property Rights

1. Ownership and Protections

The Online Trading Platform and all related components including software, market data, text, images, and Third Party Content are the intellectual property of the principal broker and/or their licensors, and are protected by applicable copyright, database rights, patents, trademarks, and other intellectual property laws. Ali Fund Managers SA does not claim ownership of the trading platform but may provide access to it through its intermediary services. Any proprietary content created or provided by Ali Fund Managers SA (e.g.,

documentation, website materials, onboarding tools) remains the intellectual property of Ali Fund Managers SA.

2. Restrictions on Use

Unless expressly permitted in writing by the principal broker or Ali Fund Managers SA (for own materials), you may not:

- a. Copy, reproduce, or distribute any part of the trading platform, except for legitimate backup purposes permitted under law;
- b. Create derivative works based on the platform or its content, or commercially exploit any part of it;
- c. Frame, deep-link to, or embed the platform or its content on other websites or applications without prior written consent;
- d. Reverse-engineer, decompile, disassemble, or otherwise attempt to access the source code of the trading platform, except where explicitly allowed under applicable law.

3. Preservation of Notices

You must not remove or obscure any copyright, trademark, or proprietary rights notices displayed on the trading platform or any related materials. Where authorized copies are made (e.g., system-generated reports), such notices must be retained. You agree to maintain records of any such copies and provide relevant details to Ali Fund Managers SA or the principal broker upon request.

17. Links

The Online Platform and related communications may contain hyperlinks or references to third-party websites or content not controlled by Ali Fund Managers SA or our Associates. These links are provided solely for your convenience and do not imply any endorsement, sponsorship, or approval of the linked websites, their content, services, or their operators.

Ali Fund Managers SA makes no representations or warranties regarding the accuracy, legality, timeliness, security, or availability of third-party content and accepts no responsibility or liability for any loss or damage arising from your use of such external sites. Access to any third-party website is at your own risk, and you are subject to the terms and conditions of those external platforms.

18. Termination

1. Termination by the Client

You may request to terminate your relationship with Ali Fund Managers SA by submitting written notice, provided that:

- You have no outstanding obligations to Ali Fund Managers SA (e.g., unpaid fees, unresolved compliance issues); and
- You have closed all trading positions and settled your account with the principal broker.

2. Termination by Ali Fund Managers SA

Ali Fund Managers SA may terminate its intermediary services to you at any time by providing 10 business days' written notice. During this period, you must:

- Close any open trading positions with the principal broker; and
- Settle any outstanding fees or documentation requests with Ali Fund Managers SA.

If you fail to close your positions within this timeframe, Ali Fund Managers SA will notify the principal broker, who may take action in accordance with their trading agreement. Ali Fund Managers SA does not execute trades or close positions on your behalf.

3. Surviving Obligations

Termination of these Terms does not affect any accrued rights, legal remedies, indemnities, or payment obligations incurred prior to the effective termination date. You remain responsible for:

- Any fees or administrative costs owed to Ali Fund Managers SA;
- Fulfilling any outstanding compliance obligations;
- Settling any trading-related obligations with the principal broker, including costs for transferring funds back to you.

19. Notices

Unless otherwise specified, all notices and communications from Ali Fund Managers SA will be delivered via electronic means, including but not limited to email, secure client portals, or

other digital channels. Where applicable, the principal broker may also post communications directly to the Online Platform.

Such communications shall be deemed received:

- When posted on the Online Platform (if accessible to you);
- When sent to your last known registered email address;
- When delivered by any other authorised digital communication method.

Ali Fund Managers SA is not responsible for any delay or failure in communication delivery caused by third-party service providers, email filtering, or technical issues beyond our control. It is your responsibility to ensure that your contact details are accurate, current, and regularly monitored for important notices.

20. Complaints Resolution Procedure

Our complaints resolution procedure is designed to address any concerns or disputes promptly and fairly. Detailed information on how to submit a complaint and the steps we take to resolve it is available on our website at: alifund.co.za.

21. Communication

1. Communication Channels

Ali Fund Managers SA may communicate with you through various channels, including email, telephone, our website, secure portals, newsletters, electronic chats, or other methods deemed appropriate for regulatory, administrative, or support-related purposes. Communications related to trading activities, margin, or platform functionality may be sent directly by the principal broker via the Online Platform.

2. Contact Details

We will use the contact information you provided during account opening or as updated by you in writing. You are responsible for ensuring that your contact details—such as email address, phone number, physical address, or legal name—are accurate and up to date at all times. Failure to do so may result in missed or delayed communications. Ali Fund Managers SA accepts no responsibility for consequences arising from outdated or incorrect client contact details.

3. Language of Communication

All formal communications, including these Terms and Conditions and compliance-related notices, are conducted in English. Where translations are provided, the English version shall prevail in the event of any discrepancies or inconsistencies.

4. Contact Information

For general inquiries, onboarding assistance, or support, you may contact Ali Fund Managers SA via email at support@alifund.co.za or by using the contact details listed on our official website. For trading-related queries or platform issues, please refer to the contact information provided by the principal broker on the Online Platform.

22. General

1. Compliance with Laws

Ali Fund Managers SA provides its intermediary services in strict compliance with all applicable laws, regulations, and recognised market conduct standards, including the Financial Advisory and Intermediary Services Act (FAIS Act), the Financial Intelligence Centre Act (FIC Act), and applicable international AML/KYC obligations. If any provision of these Terms is found to conflict with prevailing laws or regulatory rules, the relevant legal provisions shall prevail. Ali Fund Managers SA reserves the right to take any action reasonably necessary to ensure compliance with legal or regulatory obligations, including suspending or terminating services without prior notice where required.

2. Survival of Obligations

Any rights and obligations under these Terms that, by their nature, survive termination—such as those relating to the payment of fees, client indemnities, treatment of client funds, regulatory compliance, and termination consequences—shall remain in effect until fully performed or settled.

3. Severability

If any provision of these Terms and Conditions is held to be invalid, unlawful, or unenforceable by a competent authority, that provision shall be severed from the Terms, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

4. No Waiver

Any failure or delay by Ali Fund Managers SA to enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. All rights and remedies under

these Terms are cumulative and are not exclusive of any rights or remedies provided by law or equity.

5. Limitation Period

Any legal action, claim, or proceeding arising out of or in connection with these Terms must be initiated within two years from the date the cause of action is discovered or reasonably ought to have been discovered. In any event, no action may be brought more than two years after the termination of your relationship with Ali Fund Managers SA. Timely notification of claims is required to preserve your rights.

23. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Both parties irrevocably submit to the exclusive jurisdiction of the South African courts for the resolution of any disputes, claims, or proceedings arising out of or in connection with these Terms and Conditions.

You expressly waive any objection to the jurisdiction or venue of the South African courts, including any claim that such forum is inconvenient.

Notwithstanding the foregoing, Ali Fund Managers SA reserves the right to initiate legal proceedings against you in any other jurisdiction, where such action is necessary to protect its legal rights, enforce its interests, or obtain urgent or equitable relief.

24. Schedule 1: Risk Disclosure Notice

Comprehensive Risk Disclosure Notice

Introduction

Ali Fund Managers (Pty) Ltd (“Ali Fund Managers SA”) is an authorised financial services provider, licensed by the Financial Sector Conduct Authority (FSCA) under FSP License Number 54032. Ali Fund Managers SA facilitates intermediary services related to the trading of Contracts for Differences (CFDs) through designated principal brokers. This Risk Disclosure Notice aims to provide an overview of the significant risks associated with CFD trading, which is speculative in nature and entails a high degree of financial risk.

You are strongly encouraged to read this notice carefully and in full before opening a trading account or engaging in any trading activities facilitated by Ali Fund Managers SA.

Language and Professional Advice

If English is not your first language, or if you do not fully understand the technical, legal, or financial terms used in this document, you are advised to consult an independent solicitor, accountant, or financial advisor before proceeding. Ali Fund Managers SA does not provide financial advice and assumes no responsibility for your investment decisions.

Third-Party Access Risks

Granting third-party access to your trading account whether through managed accounts, signal services, or otherwise may result in losses, margin erosion, or trading fees incurred without your direct oversight. Ali Fund Managers SA bears no responsibility or liability for any losses, unauthorised activity, or fees arising from third-party account access, even where such access was granted with your consent.

Nature and Risks of CFD Trading

CFD trading involves leveraging your capital to gain exposure to market movements in currencies, indices, commodities, and other instruments without owning the underlying assets. Due to the nature of leverage:

- Losses may exceed your initial deposit, especially in volatile or illiquid market conditions;
- Small market movements can result in significant gains or losses;
- Margin calls and forced liquidations may occur without prior notice;
- System risks, slippage, and latency can affect execution quality and outcomes;
- You may be subject to overnight financing charges, rollover fees, and spreads set by the principal broker.

CFDs may not be suitable for all investors, particularly those with a low risk tolerance, limited investment experience, or insufficient understanding of leveraged products.

No Guarantee of Profit

Past performance of a trading strategy, third-party manager, or market instrument does not guarantee future results. You should only trade CFDs if you fully understand the financial exposure, margin mechanics, and the potential to lose all or more than your initial investment.

Important Disclaimer

This Risk Disclosure Notice outlines the key risks associated with CFD trading but is not exhaustive. Ali Fund Managers SA does not provide personal financial advice, portfolio management, or discretionary investment services. You must make your own informed decisions based on your financial goals, investment knowledge, and risk capacity.

If you are in any doubt about your ability to bear the financial risks of CFD trading, you are strongly advised to seek independent financial advice before opening or using a trading account.

General Risks of CFD Trading

- **Nature of CFDs:** CFDs are over-the-counter (OTC) derivative contracts that allow you to speculate on the price movements of underlying assets (e.g., currencies, commodities, indices, shares) without owning the assets. They are agreements to exchange the difference between the opening and closing prices of a contract, settled in cash with no physical delivery unless specified.
- **High-Risk Profile:** CFDs are highly speculative financial instruments, unsuitable for investors with low risk tolerance or limited financial resources. The leveraged nature of CFDs amplifies both potential gains and losses, making them appropriate only for those who fully understand and accept the risks.
- **Leverage and Margin:** CFD trading relies on leverage, enabling you to control large positions with a relatively small initial margin. While this can magnify profits, it also significantly increases the risk of losses, which may exceed your deposited funds, requiring additional capital to maintain positions.

- **No Advisory or Discretionary Services**

Ali Fund Managers SA operates strictly as an execution-only intermediary and does not provide investment advice, portfolio management, or personal financial recommendations. Any information, analysis, market commentary, or educational content provided by Ali Fund Managers SA or its representatives is intended for general informational purposes only and does not consider your personal financial circumstances, investment objectives, or risk profile.

You remain solely responsible for evaluating the suitability of any trading activity or strategy. If you are uncertain about any aspect of your trading decisions, you are strongly encouraged to seek independent financial, legal, or tax advice.

- **Tax and Regulatory Responsibilities**

You are responsible for understanding, declaring, and meeting any tax obligations, reporting requirements, or regulatory obligations that arise from your

CFD trading activities, whether in South Africa or any other jurisdiction in which you reside or trade.

Ali Fund Managers SA does not provide tax advice and accepts no responsibility or liability for any tax consequences, penalties, or losses incurred due to changes in tax law or regulatory policy. It is your obligation to ensure full compliance with applicable local laws and regulations.

Risk Categories

1. Market Volatility Risks:

CFD prices are highly sensitive to macroeconomic conditions (e.g., interest rate changes, inflation), geopolitical events (e.g., political instability, trade disputes), corporate actions (e.g., earnings reports, mergers), and shifts in market sentiment. These factors can cause rapid and significant price fluctuations, leading to substantial gains or losses. In extreme conditions, markets may experience Abnormal Market Conditions, characterized by low liquidity, wide spreads, or rapid price movements, increasing the risk of unfavourable trade execution or position closure.

2. Market Gaps and Gapping Risk:

A Market Gap occurs when the closing price of one trading session differs significantly from the opening price of the next, with no trading activity in between. Gaps are common after weekends, holidays, major economic announcements (e.g., central bank decisions), or unexpected global events (e.g., natural disasters, geopolitical crises). During a gap, stop-loss orders may be executed at prices materially different from those specified, or not executed at all if no prices are available at the stop level. Traders must understand that gapping risk can lead to significant losses, particularly in volatile or illiquid markets.

3. Weekend, Holiday, and Overnight Risks:

Financial markets are not continuous, closing during weekends, public holidays, or specific trading sessions. During these periods, significant price-affecting events (e.g., policy changes, economic data releases) may occur, leading to price gaps when markets reopen. Positions held overnight are subject to Swap Fees (financing charges), which can accumulate and impact profitability. Traders must actively manage positions to mitigate risks during non-trading periods.

4. Non-Guaranteed Stop-Loss Orders:

Stop-loss orders are intended to limit losses by automatically closing positions at a specified price. However, they are not guaranteed, particularly in volatile or illiquid markets. Rapid price movements, low liquidity, or market gaps may result in stop-loss orders being executed at significantly worse prices than requested or failing to execute entirely. Traders should not rely solely on stop-loss orders for risk management and must understand their limitations in extreme market conditions.

5. Liquidity and Execution Risks:

CFD trading is subject to Liquidity Risk, where certain markets or instruments may experience reduced liquidity, making it difficult to enter or exit positions at desired prices. During periods of market stress (e.g., economic crises, regulatory interventions), traders may face widened spreads, order slippage, or inability to execute trades. In extreme cases, markets may be suspended or halted, preventing order execution and exposing positions to adverse price movements upon resumption.

6. Slippage Risk:

Slippage occurs when an order is executed at a price different from the requested price, often due to market volatility, latency, or liquidity constraints. In fast-moving markets, stop-loss or limit orders may be filled at significantly less favourable prices, or not filled at all if no counterparties are available. Slippage can occur in both normal and Abnormal Market Conditions, and traders must account for this risk in their strategies.

7. Leverage Risk:

Leverage allows you to control positions far larger than your initial margin, magnifying both potential profits and losses. Even small price movements can result in substantial losses, potentially exceeding your deposited funds. In volatile markets, losses can escalate rapidly, triggering margin calls or forced liquidation. Traders are solely responsible for managing leveraged positions and ensuring sufficient margin to avoid unexpected closures.

8. Margin Calls and Liquidation Risks:

To maintain open positions on the trading platform, you are required to maintain sufficient margin as determined by the principal broker's Margin Requirements. If your margin balance falls below the required threshold, the principal broker may issue a Margin Call, requiring an immediate deposit of additional funds to restore margin levels.

Ali Fund Managers SA does not set margin requirements, monitor margin balances, or issue margin calls, and we do not guarantee that you will receive any warning before a margin breach or forced liquidation occurs.

It is your sole responsibility to monitor your account and ensure sufficient margin is maintained at all times. Failure to meet margin requirements may result in the automatic liquidation of your positions by the principal broker, potentially at unfavourable prices and under stressed market conditions. This could result in losses exceeding your initial deposit.

Margin requirements and liquidation thresholds may be adjusted at any time by the principal broker, including during weekends or non-trading periods, and liquidations may be executed without prior notice in extreme market conditions or where required to limit exposure.

9. Counterparty Risk:

CFDs are over-the-counter (OTC) financial instruments, meaning they are not traded on a regulated exchange but rather directly between you and the appointed principal broker. This exposes you to Counterparty Risk—the risk that the principal broker may default on its obligations, fail to honour trade settlements, or become insolvent. In such an event, your ability to recover funds or close positions may be impaired, even where funds are held in segregated accounts.

Ali Fund Managers SA is not the counterparty to any CFD transaction and does not determine prices or hold trading risk. Our role is limited to facilitating your onboarding and client relationship with the principal broker. Pricing of CFD instruments is set by the broker and may be based on proprietary models or liquidity provider quotes, which can differ from exchange-traded prices. This may result in wider spreads, execution delays, or pricing discrepancies, particularly in volatile or illiquid market conditions.

You should carefully consider the financial soundness, regulatory oversight, and risk disclosures of the principal broker before trading. Counterparty risk is a key consideration when dealing in OTC products and may affect your ability to access or protect your invested capital.

10. Position Monitoring Responsibilities:

You are solely responsible for continuously monitoring your open positions and ensuring sufficient margin to maintain them. While we may attempt to close positions if margin levels are inadequate, we do not guarantee timely action and are not liable for financial shortfalls or losses resulting from your failure to monitor your account.

11. Commissions, Fees, and Charges:

Trading CFDs incurs various costs, including commissions, spreads, swap fees, and other charges, as detailed on the Online Platform. These costs can significantly impact profitability and reduce your account's equity, increasing the risk of margin calls or liquidation. You must review and understand all applicable fees before trading and accept full responsibility for any financial obligations arising from them.

12. Communication Risks:

Ali Fund Managers SA is not liable for losses, delays, or disruptions caused by communication failures, such as missed notifications, system outages, or errors in message transmission. You must ensure that your contact details are accurate and regularly check the Online Platform, email, and other communication channels for updates. Failure to receive communications does not absolve you of your obligations.

13. Electronic Trading Risks and System Failures:

Trading via electronic platforms carries inherent risks, including:

- **Technical Failures:** Server outages, software malfunctions, or hardware issues may prevent trade execution, position closure, or order modifications.
- **Connectivity Issues:** Internet disruptions or latency can hinder timely access to the Platform, particularly during high market activity.
- **Cybersecurity Threats:** Hacking, phishing, or identity theft may compromise account security, leading to unauthorized transactions or financial losses.

You must implement robust security measures (e.g., strong passwords, secure connections) and are responsible for losses caused by system or connectivity issues beyond our control.

14. Psychological and Behavioural Risks:

CFD trading requires emotional discipline, strategic planning, and sound risk management. The speculative nature of CFDs may lead to impulsive behaviors, such as overtrading, chasing losses, or taking excessive risks, which can result in significant financial losses. Traders must maintain a disciplined approach and avoid emotional decision-making to mitigate these risks.

15. Foreign Exchange Risks:

If you trade CFDs in a currency other than your base currency, exchange rate fluctuations can impact your profits or losses. Currency movements may increase transaction costs or reduce returns when converting funds back to your base currency, adding an additional layer of risk to your trading activities.

16. Clearing and Settlement Risks:

Unlike exchange-traded instruments, Contracts for Differences (CFDs) traded over-the-counter (OTC) do not benefit from centralised clearing or exchange-backed protections. Instead, all trade settlement and counterparty performance depend solely on the financial stability and operational capacity of the principal broker with whom you maintain your trading account.

Ali Fund Managers SA does not act as counterparty, clearing agent, or execution venue for CFD transactions. If the principal broker fails to meet its contractual or financial obligations, for example, due to insolvency, liquidity issues, or operational failure, you may experience delays or losses in settling trades, closing positions, or recovering funds.

Clients must understand that trading in OTC CFDs involves inherent counterparty risk, and you should only transact with brokers whose financial standing, regulatory oversight, and risk controls you have independently assessed and accepted.

17. Regulatory and Compliance Risks:

CFD trading is subject to evolving regulatory frameworks, which may impose restrictions on leverage, margin requirements, or specific instruments. Regulatory changes can increase capital requirements, reduce market access, or alter trading conditions, potentially affecting profitability. You must stay informed of regulatory developments and ensure compliance with all applicable laws.

18. Legal and Taxation Risks:

The legality of CFD trading varies by jurisdiction, with some countries imposing restrictions or prohibitions. Changes in legal frameworks may limit access to certain Products or markets. Additionally, tax obligations arising from CFD trading differ across jurisdictions and may reduce your net returns. You are solely responsible for complying with legal and tax requirements and should seek professional advice as needed.

19. Insolvency and Client Fund Protection Risks:

In the event of Ali Fund Managers SA's or our counterparties' insolvency, your funds may be at risk, even if held in segregated accounts. While segregation is mandated by regulatory requirements, it does not guarantee full protection, and creditor claims may affect fund recovery. Counterparty failures (e.g., liquidity providers) may also disrupt trade execution or withdrawals. You are advised to assess our financial stability and diversify your investments to mitigate these risks.

20. Quoting and Execution Errors:

Errors in pricing, quotations, or trade execution (e.g., typographical mistakes, system miscalculations) may occur due to technical issues or human error. Ali Fund Managers SA is not liable for resulting account inaccuracies and reserves the right to cancel orders, reverse transactions, or adjust accounts to correct such errors. Disputes arising from errors will be resolved at our discretion.

21. Market Suspension Risks:

Markets or specific instruments may be suspended or halted due to regulatory actions, exchange rules, or extreme volatility, preventing trade execution or position

management. Pending orders, including stop-losses, may not be filled during suspensions, exposing you to losses when trading resumes.

22. Third-Party Access Risks:

Allowing third parties (e.g., account managers, automated systems) to access your account may result in unauthorized trades, losses, or fees. You are solely responsible for vetting and monitoring third-party access, and Ali Fund Managers SA accepts no liability for resulting consequences.

Recommendations for Risk Mitigation

- **Education and Practice:** Utilize our **Demo Account** to gain familiarity with CFD trading, margin requirements, and our Online Platform without financial risk.
- **Independent Advice:** Consult qualified financial advisors to assess the suitability of CFD trading for your circumstances.
- **Risk Management:** Implement robust risk management strategies, such as setting stop-loss orders, diversifying positions, and trading only with disposable funds.
- **Continuous Monitoring:** Regularly monitor your account, market conditions, and regulatory updates to make informed decisions.

Acknowledgement

By accepting these Terms and Conditions, you confirm that you have carefully read, fully understood, and unconditionally accepted all information in this Risk Disclosure Notice, including but not limited to:

- The potential for significant or total loss of your invested capital, with no guarantee of recovering your initial investment.
- The speculative and high-risk nature of CFDs and other derivative products, suitable only for clients who understand and can afford the associated risks.
- The lack of assurance that past performance predicts future results, as historical data is not a reliable indicator.
- The impact of liquidity constraints, which may prevent closing positions or determining fair market value.
- The effect of exchange rate fluctuations on trades in non-base currencies, which may reduce returns or increase losses.
- The risks of trading in foreign markets, including differing regulations, market conditions, and currency risks.

- The potential for significant price gaps during weekends, holidays, or market suspensions, affecting stop-loss execution.
- Our right to rectify quoting or execution errors without liability, including adjustments to your account.
- The absence of personalized investment advice, with all trading decisions made at your sole discretion and risk.

Definitions

- 1. Abnormal Market Conditions:** Circumstances deviating from normal market operations, characterized by low liquidity, rapid price movements, wide spreads, or price gaps, often triggered by macroeconomic shocks, geopolitical events, or technical disruptions.
- 2. Abusive Trading:** Any deliberate or systematic trading practice intended to exploit system features, manipulate markets, or gain unfair advantages, including but not limited to scalping, sniping, arbitrage, price manipulation, swap-free abuse, latency abuse, credit/bonus abuse, or use of unauthorized automated systems (e.g., robots, spiders) without prior written consent from Ali Fund Managers SA.
- 3. Access Data:** The unique combination of login username, password, and any additional security codes or tokens issued by Ali Fund Managers SA to enable secure access to the Online Platform and execution of trading instructions.
- 4. Account Opening Application Form:** The detailed questionnaire completed by the Client during onboarding, capturing information on identity, financial status, investment experience, and objectives to comply with regulatory requirements (e.g., KYC, AML, suitability assessments).
- 5. Applicable Regulations:** The comprehensive set of laws, rules, and standards governing our operations, including:
 - a. The FAIS Act and FSCA regulations in South Africa.
 - b. The regulatory frameworks of the Anjouan Offshore Finance Authority (AOFA), Belize International Financial Services Commission, and Seychelles Financial Services Authority for our principal brokers.
 - c. International AML, KYC, and Counter-Terrorist Financing (CTF) standards as recognized by South Africa laws, World Bank, or United Nations.
 - d. Rules of relevant markets or exchanges, where applicable.
- 6. Ask:** The higher price in a price quote at which a Client may purchase a CFD, reflecting the cost to enter a long position.
- 7. Authorized Representative:** An individual or entity duly authorized by the Client, through a Power of Attorney or other legal documentation, to access and operate the Client's account on their behalf.

- 8. Balance:** The total sum of net deposits in the Client's trading account, adjusted for realized profits and losses, commissions, and swap fees.
- 9. Bid:** The lower price in a price quote at which a Client may sell a CFD, reflecting the cost to enter a short position.
- 10. Client Account:** The personalized, secure account maintained by Ali Fund Managers SA for each Client, recording all completed transactions, open positions, orders, deposits, withdrawals, and account balances. Also referred to as the **Trading Account**.
- 11. Contract for Differences (CFD):** A derivative contract between a buyer and seller to exchange the difference in the price of an underlying asset from the opening to the closing of the contract, settled in cash without physical delivery unless specified.
- 12. Currency Pair:** The underlying asset of a CFD transaction based on the exchange rate between two currencies (e.g., EUR/USD), where the **Quote Currency** is the amount needed to purchase one unit of the **Base Currency**.
- 13. Dealing:** The act of trading against proprietary capital to conclude transactions in financial instruments, synonymous with trading on own account.
- 14. Equity:** The Client's account balance plus or minus any unrealized (floating) profits or losses from open positions, calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$.
- 15. Free Margin:** The amount of funds available in the Client Account for opening new positions or maintaining existing ones, calculated as: $\text{Free Margin} = \text{Equity} - \text{Margin Requirement}$.
- 16. Hedged Margin:** The minimum margin required to open and maintain matched (offsetting) positions in CFD trading, as specified by Ali Fund Managers SA.
- 17. Initial Margin:** The minimum margin required to open a new position, based on the Product's margin rate and market exposure.
- 18. Instruction:** A directive from the Client to Ali Fund Managers SA to open, close, modify, or delete a position or order.
- 19. Instrument:** Any CFD offered on the Online Platform, encompassing various underlying assets.
- 20. Investment Services:** The intermediary services provided by Ali Fund Managers SA under our FSCA license, as detailed in our regulatory disclosures.
- 21. Law:** The legal framework of South Africa, including Government Notices No. 004 and No. 005 of 2005, as amended, and applicable South African laws under the FAIS Act.
- 22. Leverage:** The ratio by which a Client's deposit is multiplied to increase purchasing power (e.g., 1:50 leverage allows a \$1,000 deposit to control \$50,000 in trades), amplifying both potential gains and losses.

- 23. Margin Call:** A notification or requirement to deposit additional funds when the Client's margin falls below the level needed to maintain open positions or open new ones.
- 24. Margin Requirement:** The amount of funds, based on the margin rate, required to open or maintain a position relative to its market exposure.
- 25. Margin Trading:** Trading with leveraged funds, allowing control of positions significantly larger than the Client's deposit, increasing both risk and reward.
- 26. Open Position:** An active CFD position (long or short) that has not been closed, subject to ongoing market fluctuations.
- 27. Order:** A Client's instruction to execute a CFD trade, including market, limit, stop-loss, or take-profit orders.
- 28. Personal Data:** Any information relating to an identifiable individual, including name, identification details, financial data, trading history, or other factors specific to their identity, protected under applicable data privacy laws.
- 29. Platform:** The electronic trading system operated by Ali Fund Managers SA, comprising software, hardware, databases, and telecommunications infrastructure to facilitate Client trading activities.
- 30. Principal:** The execution venue, liquidity provider, or product supplier responsible for executing Client orders, including Ox Securities.
- 31. Quote:** The current bid and ask prices for a specific underlying asset, reflecting market conditions at a given time.
- 32. Quote Currency:** The second currency in a currency pair, used to price the base currency in a CFD transaction.
- 33. Required Margin:** The total guarantee funds needed to open or maintain open positions in a CFD transaction.
- 34. Segregated Account:** A client bank account maintained in accordance with regulatory requirements to separate client funds from Ali Fund Managers SA's operational funds.
- 35. Short Position:** A CFD sell position that gains value if the underlying market price falls.
- 36. Sniping:** A form of Abusive Trading involving the execution of trades to exploit misquotations caused by the automated nature of the Platform.
- 37. Spread:** The difference between the bid and ask prices of a CFD, representing a key transaction cost.
- 38. Swap Fee:** The interest charge or credit applied to positions held overnight, reflecting financing costs or benefits.
- 39. Trading Account:** Synonymous with Client Account, encompassing all trading and financial activities recorded for the Client.

- 40. Trailing Stop:** A dynamic stop-loss order that adjusts with market price movements to lock in profits for a long position, triggering a market order if the price falls by a specified amount.
- 41. Transaction:** Any CFD trade, deposit, withdrawal, or other financial activity in the Client's account.
- 42. Website:** The official website of Ali Fund Managers SA is **alifund.co.za**, or any other website we may designate.

Conclusion

This Risk Disclosure Notice, in conjunction with our Terms and Conditions and other legal documentation, provides a comprehensive framework for understanding the risks and responsibilities associated with CFD trading. By engaging with our services, you confirm your commitment to informed and responsible trading practices. For further information or to access our Demo Account, visit **alifund.co.za**.