

DOMISA TREASURY

MASTER CUSTOMER AGREEMENT

Personal and Business Customers

Effective date: 03 February 2026

IMPORTANT: This Agreement contains legally binding obligations. If you do not agree, do not use our services.

1. Parties and status

1.1 Who we are. This Agreement is entered into between **Domisa Financial Services (Pty) Ltd** (trading as “**Domisa Treasury**”) (“**Domisa**”, “**we**”, “**us**”, “**our**”) and the person or entity accepting this Agreement (“**you**”, “**Customer**”, “**Client**”).

1.2 Intermediary model (not the bank). Domisa provides foreign exchange intermediation and related administrative and facilitation services. We are **not an Authorised Dealer**. All foreign exchange transactions are processed via one or more **Authorised Dealers** (banks or ADs) in accordance with South African exchange control requirements.

1.3 No pooling / no custody by Domisa. Domisa does not hold or pool client funds for foreign exchange purposes in our own name. Foreign exchange funding and settlement flows occur via accounts held **in your name** with an Authorised Dealer, unless your specific authorised-dealer model expressly provides otherwise and you have been informed in writing.

1.4 Scope: personal and business customers. This Agreement applies to:

- **individual customers**, and
- **business customers** (companies, close corporations, trusts, partnerships, sole proprietors, and other legal persons).

1.5 Authorised Individuals. If you appoint any person to provide instructions or approvals on your behalf (“**Authorised Individual**”), you remain responsible for their actions and instructions as if they were your own, unless we confirm otherwise in writing.

2. Structure of the legal relationship

2.1 Framework agreement. This Agreement governs your relationship with Domisa and applies to all service use.

2.2 Transaction-by-transaction agreements. Each FX transaction you request is a separate agreement that incorporates:

- this Agreement,
- the transaction confirmation / deal confirmation / contract note issued for that transaction, and

- any additional terms imposed by the relevant Authorised Dealer and/or payment networks.

2.3 Authorised Dealer terms. Your bank/Authorised Dealer may require you to accept additional terms and to execute additional documentation (including account mandates, trading agreements, banking terms, platform terms, and exchange control undertakings). Those terms are separate and may affect how transactions are executed and settled.

2.4 Agency / facilitation. You authorise Domisa to:

- liaise with and transmit instructions to Authorised Dealers on your behalf,
- compile and submit required exchange control reporting and supporting documentation (including BoP and related submissions),
- populate the Authorised Dealer’s forms using information you provide (including via the Domisa platform), and
- facilitate outward payments, where permitted and where you instruct us to do so.

2.5 No investment advice. Domisa does not provide investment advice, trading advice, or speculative dealing facilities. Any market commentary we provide is general, informational, and focused on transaction mechanics. You must rely on your own judgement and/or obtain independent professional advice.

3. Incorporated documents and website policies

3.1 Additional policies apply. The following documents form part of this Agreement and are incorporated by reference (each as amended from time to time):

- **Privacy Policy**
- **Website Terms of Use**
- **PAIA Manual**
- **Complaints Policy**
- **FAIS Disclosure Document** (as applicable)

- **Fees / Pricing Schedule** (where published or provided to you)
- Any additional policy or notice displayed in the Domisa platform or website legal section.

3.2 Where to find them. The current versions are published on www.domisa.co.za (see **Schedule 1** for the reference links list to be used in your onboarding “Legal” screen and in PDF outputs).

3.3 Conflict. If there is a conflict between this Agreement and a specific transaction confirmation, the transaction confirmation prevails **only for that transaction**. If there is a conflict between this Agreement and a website policy, this Agreement prevails unless the policy states it prevails for the relevant subject matter (e.g., Privacy Policy governs personal information processing).

4. Definitions (key terms)

4.1 Authorised Dealer (AD) means a bank or institution authorised under South African exchange control frameworks to transact in foreign exchange with customers.

4.2 Business Day means a day (other than Saturday, Sunday, or public holiday) on which banks are open for business in South Africa and (where relevant) in the financial centre of the currency being exchanged and/or paid.

4.3 Cash / Same-Day Contract means an FX contract intended to settle on the **same Business Day** as execution (also referred to in market convention as “value today” or “TOD”), subject to cut-off times and bank capabilities.

4.4 Tom Contract means an FX contract intended to settle **one Business Day** after execution (value next Business Day).

4.5 Spot Contract means an FX contract intended to settle **two Business Days** after execution for major currencies (standard market convention), unless an alternative value date is agreed.

4.6 Forward Contract means an FX contract intended to settle **more than two Business Days** after execution.

4.7 FX Instruction means your instruction to Domisa to obtain a quote and/or execute an FX transaction and/or facilitate settlement/payment.

4.8 Quote means an indication of rate and economics supplied to you prior to execution. A Quote may be indicative until executed.

4.9 Value Date means the settlement date on which the relevant currencies are due to be exchanged/settled and/or paid onward.

4.10 Third-Party Payment means an outward payment to a person/entity other than you, requested by you after (or as part of) a transaction.

4.11 Platform means the Domisa / tenant-branded onboarding and transaction interface used to capture information, documents, acknowledgements, approvals, and e-signatures.

5. Our services (what we do)

5.1 Core service. We provide foreign exchange intermediary services by facilitating your FX dealings through an Authorised Dealer with whom you hold, or will hold, an account.

5.2 Transaction types supported. Subject to bank capability, compliance, and cut-off times, we can facilitate:

- **Cash / Same-Day** transactions (TOD)
- **Tom** transactions (T+1)
- **Spot** transactions (typically T+2 for major currencies)
- **Forward** transactions (T+3 or longer)
- **Limit orders** (where supported and accepted)

5.3 Onward payment facilitation. Where permitted by regulation and bank policy, we may facilitate:

- payment back to your account, and/or
- payment onward to a third party recipient you nominate.

5.4 No speculative dealing. You may only use our service for bona fide underlying purposes permitted under South African exchange control rules. We may request evidence of the underlying purpose.

5.5 No set-off / difference payments. Transactions are conducted on a deliverable basis: you must fund the full amount required for settlement and do not trade for differences only.

6. Becoming a customer (onboarding and verification)

6.1 Information we must collect. To provide services, we must collect information required under FICA, AML/CFT obligations, exchange control requirements, and bank onboarding requirements. This includes (as applicable):

- identity details (ID/passport), address and contact details,
- tax residency and tax identification information,
- source of funds and/or source of wealth information (where required),
- FATCA/CRS declarations and self-certification,
- PEP/PIP and sanctions-related declarations,
- business/entity information (registration, directors, trustees, beneficial owners, authority),
- supporting documents and proofs,
- bank-account-related confirmations.

6.2 Electronic verification. You authorise us and/or our service providers and/or Authorised Dealers to conduct electronic verification checks and screening, including

database searches, sanctions screening, PEP screening, identity validation, and other verification processes required for onboarding and ongoing monitoring.

6.3 Ongoing due diligence. You acknowledge that we may request updated documents and information during the relationship and may suspend service if you do not provide them.

6.4 Refusal. If we are not satisfied with the information provided, or if we are required to do so by law, bank policy, or risk considerations, we may refuse onboarding or refuse specific transactions.

7. Electronic contracting, e-signatures, and document packs

7.1 Digital workflow. You agree that Domisa (and/or a tenant operating on the platform) may:

- collect onboarding information electronically,
- present legal documents and policies electronically,
- generate bank/AD application forms using your captured information,
- surface documents for electronic signature within the platform, and
- store audit logs and evidence of acceptance/signature.

7.2 Binding acceptance. By clicking acceptance boxes, ticking declarations, or applying e-signature in the platform, you intend to create legally binding acknowledgements and agreements.

7.3 Compilation of onboarding packs. After onboarding submission, Domisa may compile and present to you:

- onboarding summary forms,
- bank/AD account application forms,
- mandates/authorities,
- trading agreements,
- exchange control declarations, for review and e-signature.

7.4 Audit trail. You accept that electronic records, system logs, timestamps, IP/device data (where lawfully collected), and signed PDF outputs may be used as evidence of acceptance, instructions, and authority.

8. How we communicate with you

8.1 Channels. We may communicate via email, telephone, SMS/WhatsApp (where used), and in-platform notifications.

8.2 Accuracy of contact details. You must keep your details up to date. If you do not, you may miss critical notices.

8.3 Call recording. We may record calls for instruction capture, compliance, training, and dispute resolution. Such recordings may be used as evidence.

8.4 Written notices by email. Where written notice is required, we may deliver it by email. It is deemed received when sent unless we receive a delivery failure notification.

9. Giving instructions and security

9.1 Authority. You warrant that all instructions you give are lawful, properly authorised, and within your authority.

9.2 Authorised Individuals. You may appoint Authorised Individuals. Unless we confirm otherwise, their authority is treated as broad authority to instruct Domisa and approve transactions and payments.

9.3 Security credentials. Where we issue or you choose credentials (passwords, MFA methods, tokens), you must keep them secure and not permit unauthorised use.

9.4 Suspicion of compromise. You must notify us immediately if you suspect:

- credential compromise,
- unauthorised access,
- unauthorised instructions.

9.5 Right to suspend. We may suspend access or refuse instructions if we reasonably believe this is necessary for security, fraud prevention, or legal compliance.

10. Transaction requests, quotes, and when deals become binding

10.1 How you place FX Instructions. You may place FX Instructions via:

- the Platform / secure website,
- telephone,
- email (only if we have agreed to accept email instructions for you).

10.2 Information required for a Quote / execution. You must provide:

- currency pair,
- amount and which currency is fixed (“sell” or “buy” amount),
- desired Value Date (Cash / Tom / Spot / Forward),
- beneficiary/payment instructions if an outward payment is requested,
- supporting documents where required.

10.3 What we provide in a Quote. We will provide (at minimum):

- currency pair,
- Value Date,
- amount,
- client rate (or indicative rate if applicable),
- indicative proceeds (where relevant),
- any fee/markup disclosure method (e.g., embedded in rate or shown separately),
- whether additional steps (deposit/margin/supporting docs) apply.

10.4 When binding occurs — Platform. Where executed through the Platform, the transaction becomes binding when:

- you accept the Quote (if the platform provides “accept quote”), and
- the order is executed by or through the Authorised Dealer, subject to any bank/AD execution rules and security steps.

10.5 When binding occurs — Telephone. The transaction becomes binding when you accept the Quote verbally during the call, unless we specify that additional confirmation is required.

10.6 When binding occurs — Email. If email instructions are permitted for you, the transaction becomes binding when we confirm execution or send a deal confirmation/contract note, noting that processing may not be immediate.

10.7 Obvious error rates. If a quoted rate is clearly and demonstrably wrong due to technical or human error, we may void it and re-quote promptly. You must notify us as soon as the mistake becomes apparent.

11. Cash / Same-Day (“TOD”), Tom, Spot, and Forward specifics

11.1 Cash / Same-Day transactions. Same-day settlement is subject to:

- cut-off times,
- bank operational capability,
- availability of cleared funds early enough to settle same day,
- compliance approvals (including supporting docs where required). If same-day settlement cannot be met, the Value Date may be moved to Tom or Spot, or the transaction may be cancelled/requoted.

11.2 Tom and Spot. For major currencies, Tom is typically next Business Day and Spot typically two Business Days, subject to currency centre holidays and banking systems.

11.3 Forward Contracts. Forward Contracts:

- may require deposits or margin (as determined by the Authorised Dealer),
- must relate to identifiable underlying commitments (goods/services/obligations) permitted by exchange control rules,
- may require supporting documentation and ongoing confirmation.

11.4 Forward roll/extension and pre-delivery. You may request to:

- pre-deliver (bring forward) the Value Date, or
- extend/roll the Value Date, subject to Authorised Dealer discretion, exchange control rules, and pricing adjustments.

12. Limit orders (if supported)

12.1 Nature. A Limit Order is an instruction to execute when a specified target rate is reached, subject to liquidity and execution constraints.

12.2 Acceptance and binding. A Limit Order becomes binding when we confirm acceptance and booking (order confirmation), subject to your cancellation rights.

12.3 Cancellation. You may cancel a Limit Order before the target is reached. Once the target is reached and execution occurs (or is triggered), cancellation may not be possible.

12.4 Funding. Once triggered, you must ensure cleared funds are available by the required Value Date.

13. Funding and settlement obligations

13.1 Your funding obligation. You must ensure sufficient cleared funds are available in your account with the Authorised Dealer by the relevant deadline:

- **Cash / Same-Day:** on the same day within cut-offs,
- **Tom / Spot:** on or before Value Date as required,
- **Forward:** on or before Value Date, less deposits already paid.

13.2 Funding source. You must fund from a bank account in your name unless the Authorised Dealer allows third-party funding and you provide supporting evidence.

13.3 Failure to fund. If you fail to fund as required, the Authorised Dealer may close out the transaction, and you may be liable for losses and costs.

14. Third-party payments and payment instructions

14.1 Payment instructions. You must provide accurate and complete beneficiary details (including account number, bank name, branch/Swift details where applicable, beneficiary address if required).

14.2 Reliance on account number. You acknowledge that payment systems may rely primarily on the account number and bank identifiers, and name matching is not always guaranteed.

14.3 Restrictions. Third-party payments may be restricted by:

- exchange control rules,
- Authorised Dealer policy,
- sanctions screening results,
- documentary requirements. We may request additional evidence before facilitating the payment.

14.4 Irrevocability. Once processed, payment instructions may not be changeable. We may try to assist in exceptional cases, but success is not guaranteed.

15. Exchange control, documentation, and declarations

15.1 Compliance with exchange control. You warrant that all transactions are compliant with South African exchange control rules and any applicable approvals.

15.2 BoP and reporting. You authorise Domisa to compile, complete, and submit BoP and related reporting and supporting documents required by the Authorised Dealer and regulators, using the information you provide.

15.3 Supporting documents. You agree to provide invoices, contracts, tax clearances, approvals, or other supporting documents where required.

15.4 Truthfulness. You warrant that all information and documents provided are true, accurate, not misleading, and kept up to date.

16. Fees, pricing, and disclosures

16.1 How we earn. Our fees may be earned in one or more ways, including:

- embedded margin / markup within the rate offered,
- disclosed service fees where applicable,
- administrative fees as set out in a fee schedule, subject to the disclosures provided to you.

16.2 Fee schedule. Where a published or provided fee schedule applies, you agree it forms part of this Agreement.

16.3 Changes. We may change fees and pricing structures with prior notice (unless a change is required by law, bank policy, or urgent risk controls), and such changes will apply to future transactions.

16.4 Taxes. Fees may be subject to VAT or other taxes where applicable.

17. Interest

17.1 Bank interest. Interest on funds held in your account with the Authorised Dealer is paid and credited by the Authorised Dealer at their disclosed rate and subject to their terms.

17.2 Domisa treatment. Unless disclosed otherwise in writing, Domisa does not promise any specific interest outcome and does not guarantee the bank's credited interest rate.

18. Refusal, delay, suspension, and closing out

18.1 Refusal / non-execution. We may refuse or delay an instruction if:

- it is incomplete or unclear,
- we suspect it is unauthorised or fraudulent,
- funding is insufficient or not cleared,
- required documents are missing,
- sanctions/PEP/AML flags arise,
- the transaction may breach law, regulation, or bank policy,
- execution would expose Domisa, a tenant, or the Authorised Dealer to unacceptable risk.

18.2 Checks and delays. You accept that compliance checks may delay execution.

18.3 Close-out by Authorised Dealer. The Authorised Dealer may close out a transaction if you fail to fund, breach a material term, or if required by law/policy. Close-out may result in losses payable by you.

18.4 No profit on close-out. Typically, you will not receive any profit arising from close-out and will remain liable for losses and costs.

19. Errors, mistaken payments, and unauthorised instructions

19.1 Mistaken beneficiary details. If you provide incorrect details, you remain responsible. We will use reasonable efforts to assist recovery, but recovery is not guaranteed and depends on banks and local law.

19.2 Unauthorised instructions. If you notify us of an unauthorised instruction, we will take reasonable steps to assist, but we do not guarantee recovery.

19.3 Records. Our records (including system logs and call recordings) are prima facie evidence of instructions and timing unless proven otherwise.

20. Liability, exclusions, and cap

20.1 No indirect loss. To the maximum extent permitted by law, Domisa is not liable for indirect or consequential losses, including loss of profit, loss of opportunity, or business interruption.

20.2 No liability for market movements. We are not liable for losses arising from currency fluctuations between quote, execution, and Value Date.

20.3 Bank/network dependency. We are not liable for failures, delays, or errors caused by:

- banks/Authorised Dealers,
- payment networks (e.g., SWIFT),
- third-party systems,
- force majeure events.

20.4 Liability cap. Subject to 20.5, Domisa's total aggregate liability to you for all claims arising from or connected to this Agreement (whether in contract, delict, statute, or otherwise) is capped at the lesser of:

- the total fees paid by you to Domisa in respect of the specific transaction giving rise to the claim; or
- **R250,000 (two hundred and fifty thousand rand).**

20.5 Carve-out where law prohibits limitation. Nothing in this Agreement limits liability where such limitation is not permitted by law.

21. Inactivity and account maintenance

21.1 Purpose. If you maintain a bank/AD account opened through our facilitation and the account remains inactive, administrative overhead and compliance monitoring may still apply.

21.2 Inactivity period.

- **Personal customers:** inactivity may be assessed after **24 months** of no transactions;
- **Business customers:** inactivity may be assessed after **12 months** of no transactions.

21.3 Notice before fees. We will give you **written notice** before applying any inactivity-related administrative fee, specifying:

- the proposed monthly amount (or the method for determining it),
- the effective date (not less than **30 days** from notice),
- how to avoid it (e.g., transact, update KYC, close account).

21.4 Fee basis. Any inactivity/admin fee (if applied) will be:

- reasonable and aligned to the disclosed fee schedule,
- debited from the relevant account in accordance with Authorised Dealer capability and permissions.

21.5 Zero-balance closure. If the account has a zero balance and remains inactive after notice, we (and/or the Authorised Dealer) may close the account or stop providing related services, subject to legal and bank requirements.

22. Term and termination

22.1 Duration. This Agreement continues until terminated.

22.2 Termination by you. You may terminate at any time by written notice, provided any open transactions must be settled or closed out in accordance with applicable rules.

22.3 Termination by us (ordinary). We may terminate by giving written notice (normally **two calendar months**) unless 22.4 applies.

22.4 Immediate / short-notice termination. We may terminate or suspend immediately if:

- you provide false/misleading information,
- you breach material terms,
- fraud/AML/sanctions risk arises,
- required compliance updates are not provided,
- we are required to do so by law/regulator/bank.

23. Warranties and indemnities

23.1 You warrant:

- you are legally capable and authorised to enter into this Agreement,
- you are the beneficial owner (or duly authorised trustee/representative) of funds,
- each transaction has a lawful, non-speculative purpose,
- all information provided is accurate and complete.

23.2 Indemnity. You indemnify Domisa against losses, claims, costs, and expenses (including reasonable legal fees on an attorney-and-own-client basis) arising from:

- your breach,
- your unlawful instructions,
- inaccurate information,
- third-party claims caused by your instructions or documents.

24. Complaints and disputes

24.1 Internal complaints. You may lodge complaints using the process in our **Complaints Policy** (see Schedule 1).

24.2 External escalation. Where applicable and eligible, you may have recourse to relevant ombud schemes (including FAIS Ombud processes for FAIS-related services), subject to their jurisdiction and rules.

25. Confidentiality

25.1 Each party must keep confidential any non-public information obtained in connection with this Agreement, except where disclosure is required:

- for service delivery (including to banks and service providers),
- by law/regulator,
- to enforce rights,
- for AML/CFT/sanctions processes.

26. POPIA and processing of personal information

26.1 **Privacy Policy governs.** Our processing of personal information is governed by our Privacy Policy and applicable laws.

26.2 **Consent and lawful basis.** You consent to processing necessary for:

- onboarding and verification,
- service delivery,
- compliance with FICA, AML/CFT, exchange control,
- sanctions and risk screening,
- recordkeeping and audit.

26.3 **Sharing.** We may share information with:

- Authorised Dealers and correspondent banks,
- compliance and verification providers,
- technology service providers (hosting, communications, e-signature),
- regulators and lawful authorities, subject to security safeguards and lawful transfers.

26.4 **Retention.** We retain records for at least the period required by law and regulatory frameworks, and thereafter as necessary for lawful purposes.

26.5 **Cross-border transfers.** Where information is transferred outside South Africa, we will do so in accordance with POPIA and appropriate protections.

26.6 **Information Regulator.** You may lodge complaints with the Information Regulator as provided in our Privacy Policy.

27. Cookie Policy

27.1 Use of cookies and similar technologies is governed by our Cookie Policy as published on our website and incorporated by reference into this Agreement.

27.2 The Cookie Policy explains what cookies are used, for what purposes, and how preferences may be managed.

28. Changes to this Agreement

28.1 We may amend this Agreement by:

- emailing you, and/or
- posting updated terms on our website/platform.

28.2 Changes will generally not be retrospective and will apply to future transactions, unless required by law or urgent risk controls.

28.3 If you continue using the services after the effective date of changes, you are deemed to accept them.

29. Governing law and jurisdiction

29.1 This Agreement is governed by the laws of South Africa.

29.2 The parties submit to the jurisdiction of South African courts, subject to any mandatory consumer protections or ombud processes.

30. General

30.1 **Severability.** If any term is invalid, the remaining terms remain effective.

30.2 **No waiver.** Failure to enforce a term is not a waiver.

30.3 **Entire agreement.** This Agreement (with incorporated policies and transaction confirmations) constitutes the entire agreement between you and Domisa for the covered services.

30.4 **No partnership.** Nothing creates a partnership/joint venture.

31. Contact details

31.1 Domisa Treasury

Address: 1 Albert Rd, Tamboerskloof, Cape Town 8001

Telephone: +27 (21) 205 1980

Email: info@domisa.co.za

31.2 **Language.** These documents are provided in English and we communicate in English unless otherwise agreed in writing.
