Foreign Exchange Intermediary · FSP 47661

Terms and Conditions

These are Domisa Treasury's standard terms and conditions of service. They apply to every client and every transaction, together with Domisa's Onboarding Pack and the policies listed in Section 3. This Agreement contains legally binding obligations - if you do not agree, please do not use our services

Version: October 2026

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. Domisa is an authorised Financial Services Provider (FSP 47661) and a South African Reserve Bank-authorised foreign exchange intermediary. We are not an Authorised Dealer and we do not hold or pool client money in our own name. We provide foreign exchange intermediation and related administrative and facilitation services; all foreign exchange transactions are processed via one or more Authorised Dealers (banks) in accordance with South African exchange control requirements.

1.3 No custody. Foreign exchange funding and settlement flows occur via accounts held in your own name with an Authorised Dealer, unless your specific model expressly provides otherwise and you have been informed of this in writing.

1.4 Scope. 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 give instructions or approvals on your behalf (an "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 use of our services.

2.2 Transaction-by-transaction agreements. Each FX transaction you request is a separate agreement that incorporates this Agreement, the transaction confirmation issued for that transaction, and any additional terms imposed by the relevant Authorised Dealer or payment networks.

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

2.4 Agency and 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 Balance of Payment (BoP) 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 and informational. You must rely on your own judgement and/or obtain independent professional advice.

3. Incorporated documents and website policies

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

- Person or Entity Onboarding Pack, which records your details and grants Domisa its mandate;
- Privacy Policy;
- Website Terms of Use;
- PAIA Manual;
- Complaints Policy;
- FAIS Disclosure Notice;
- Treat Customers Fairly Policy
- Fee Policy; and
- any additional policy or notice displayed in the Domisa platform or website legal section.

3.2 Where to find them. Current versions are published at www.domisa.co.za or are available on request.

3.3 Conflict. A transaction confirmation prevails over this Agreement only for that specific transaction. This Agreement prevails over a website policy unless the policy states it governs the relevant subject matter (for example, the Privacy Policy governs personal information processing).

4. Definitions

4.1 Authorised Dealer 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 or paid.

4.3 Cash / Same-Day Contract ("TOD") means an FX contract intended to settle on the same Business Day as execution, subject to cut-off times and Authorised Dealer capabilities.

4.4 Tom Contract means an FX contract intended to settle one Business Day after execution.

4.5 Spot Contract means an FX contract intended to settle two Business Days after execution for major currencies, 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 or payment.

4.8 Quote means an indication of rate and economics supplied to you before 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 or paid onward.

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

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

5. Our services

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. Subject to Authorised Dealer 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); and
- Limit orders, where supported and accepted.

5.3 Onward payment. Where permitted by regulation and Authorised Dealer policy, we may facilitate payment back to your account and/or payment onward to a third party 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. Transactions are conducted on a deliverable basis: you must fund the full amount required for settlement and may not trade for differences only.

6. Becoming a customer

6.1 Information we collect. To provide services, we must collect information required under FICA, AML/CFT obligations, exchange control requirements and Authorised Dealer onboarding requirements, including (as applicable) identity, address and contact details; tax residency and tax identification information; source of funds/wealth; FATCA/CRS declarations; PEP and sanctions-related declarations; entity information; supporting documents; and Authorised Dealer account confirmations.

6.2 Electronic verification. You authorise us, our service providers, and Authorised Dealers to conduct electronic verification checks and screening, including database searches, sanctions and PEP screening, identity validation, and ongoing monitoring.

6.3 Ongoing due diligence. We may request updated documents and information during our relationship and may suspend service if you do not provide them.

6.4 Refusal. We may refuse onboarding or refuse a specific transaction if we are not satisfied with the information provided, or if required to do so by law, Authorised Dealer policy, or risk considerations.

6.5 Change in control. If you are a company, close corporation, trust or other juristic entity, you must notify Domisa promptly of any change in the ownership or control of your voting securities, capital or earnings, or of any other change that affects the information you have provided to us.

7. Electronic contracting and e-signatures

7.1 Digital workflow. You agree that Domisa may collect onboarding information electronically, present legal documents and policies electronically, generate Authorised Dealer application forms using your captured information, surface documents for electronic signature, and store audit logs and evidence of acceptance.

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

7.3 Onboarding packs. After onboarding submission, Domisa may compile and present onboarding summary forms, Authorised Dealer account application forms, mandates and authorities, trading agreements, and exchange control declarations for your review and e-signature.

7.4 Audit trail. Electronic records, system logs, timestamps, 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 contact 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. Unless we confirm otherwise, an Authorised Individual's 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 Suspected compromise. You must notify us immediately if you suspect credential compromise, unauthorised access, or unauthorised instructions.

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

9.6 Accuracy of instructions. You are responsible for the accuracy of any instruction before it is transmitted to Domisa and must check that all information it contains is correct.

9.7 Freezing of accounts. Where Domisa reasonably believes this is necessary for security, fraud prevention, or legal compliance under clause 9.5, you authorise Domisa to instruct the Authorised Dealer to freeze or suspend any of your accounts or services, and Domisa will not be liable for any resulting loss.

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

10.1 Placing instructions. You may place FX Instructions via the Platform, telephone, or email (only if we have agreed to accept email instructions for you).

10.2 Information we need. You must provide the currency pair; the amount and which currency is fixed; the desired Value Date; beneficiary/payment instructions if an outward payment is requested; and supporting documents where required.

10.3 What a Quote includes. We will provide, at minimum, the currency pair, Value Date, amount, client rate (or indicative rate), indicative proceeds where relevant, how any fee or markup is disclosed, and whether further steps (deposit, margin, supporting documents) apply.

10.4 Binding - Platform. Where executed through the Platform, the transaction becomes binding once you accept the Quote and the order is executed by or through the Authorised Dealer, subject to any Authorised Dealer execution rules and security steps.

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

10.6 Binding - Email. Where email instructions are permitted for you, the transaction becomes binding when we confirm execution or send a deal confirmation, noting that processing may not be immediate.

10.7 Obvious errors. 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.

10.8 Queries. You must raise any query on a Quote, trade confirmation, or transaction within one Business Day of receipt, quoting the relevant reference number. We are not responsible for losses arising from queries raised after that period.

10.9 Variation of an executed transaction. Once a transaction is executed it cannot be cancelled, withdrawn, or varied without Domisa's consent. Domisa will endeavour to accommodate a request to do so, and you accept any resulting costs or losses.

10.10 Confirmation of instructions. Where you give an instruction by fax or email, Domisa may request written or telephonic confirmation. The absence of that confirmation, or any difference between it and the original instruction, does not affect the validity of the instruction or limit Domisa's rights under this Agreement.

11. Cash, Tom, Spot and Forward specifics

11.1 Cash / Same-Day. Same-day settlement is subject to cut-off times, Authorised Dealer operational capability, availability of cleared funds in time to settle same day, and compliance approvals. If same-day settlement cannot be met, the Value Date may be moved to Tom or Spot, or the transaction may be cancelled or re-quoted.

11.2 Tom and Spot. For major currencies, Tom typically settles the 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 permitted by exchange control rules; and may require supporting documentation and ongoing confirmation.

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

12. Limit orders

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 Binding. A Limit Order becomes binding once we confirm acceptance and booking, 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 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

13.1 Your funding obligation. You must ensure sufficient cleared funds are available in your account with the Authorised Dealer by the relevant deadline: same day (within cut-offs) for Cash/Same-Day; on or before the Value Date for Tom/Spot; and on or before the Value Date, less deposits already paid, for Forward.

13.2 Funding source. You must fund from a bank account in your own 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 resulting losses and costs.

13.4 Settlement of proceeds. Once funds clear and the transaction settles, proceeds are paid to your nominated beneficiary or account.

14. Third-party payments

14.1 Payment instructions. You must provide accurate and complete beneficiary details, including account number, bank name, branch/SWIFT details, and beneficiary address where required.

14.2 Reliance on account number. Payment systems may rely primarily on the account number and bank identifiers; 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, or documentary requirements. We may request additional evidence before facilitating 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 and documentation

15.1 Compliance. You warrant that all transactions comply 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 you provide 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 through embedded margin/markup within the rate offered, as a share of the interest provided by the Authorised Dealer, disclosed service fees, and/or administrative fees 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, it forms part of this Agreement.

16.3 Pricing cap. Markups are applied strictly in line with our agreed pricing tiers and pricing caps.

16.4 FAIS disclosure. Where the Authorised Dealer pays Domisa a fee or shares margin with us on a transaction, this is disclosed to you as required under the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS) in our FAIS Disclosure Notice.

16.5 Changes. We may change fees and pricing with 30 days prior written notice (unless a change is required by law; Authorised Dealer charges which we pass on as applied; or margin agreed with you at the time of each trade).

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

16.7 Authority to debit fees. Where a fee is not embedded in the rate or separately invoiced, you irrevocably authorise the Authorised Dealer to debit amounts payable to Domisa, including any applicable VAT, from funds held in your account.

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 net of any interest share with Domisa and subject to their terms.

17.2 Domisa's position. Domisa does not promise any specific interest outcome and does not guarantee the Authorised Dealer's credited interest rate.

18. Refusal, delay, suspension and close-out

18.1 Refusal. We may refuse or delay an instruction that is incomplete or unclear; suspected to be unauthorised or fraudulent; insufficiently or not yet cleared in funding; missing required documents; flagged by sanctions/PEP/AML screening; in breach of law, regulation or Authorised Dealer policy; or that would expose Domisa or the Authorised Dealer to unacceptable risk.

18.2 Delay. You accept that compliance checks may delay execution.

18.3 Close-out. The Authorised Dealer may close out a transaction if you fail to fund, breach a material term, or if required by law or policy. Close-out may result in losses payable by you, and you will typically not receive any profit arising from a close-out.

19. Errors and unauthorised instructions

19.1 Mistaken beneficiary details. If you provide incorrect details, you remain responsible. We will use reasonable efforts to assist with 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 Market movements. We are not liable for losses arising from currency fluctuations between quote, execution, and Value Date.

20.3 Third-party dependency. We are not liable for failures, delays or errors caused by Authorised Dealers, payment networks (e.g. SWIFT), other third-party systems, or force majeure events.

20.4 Liability cap. Subject to clause 20.5, Domisa's total aggregate liability to you for all claims arising from or connected to this Agreement is capped at the lesser of the total fees you paid to Domisa in respect of the specific transaction giving rise to the claim, or R250,000.

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

20.6 Acknowledgement. You agree that the exclusions and limitations of liability in this clause 20, and elsewhere in this Agreement, are fair and reasonable having regard to the nature and pricing of the Services.

21. Inactivity and account maintenance

21.1 Purpose. Administrative overhead and compliance monitoring may continue to apply to an inactive Authorised Dealer account opened through our facilitation.

21.2 Inactivity period. Inactivity may be assessed after 24 months without a transaction for personal customers, and 12 months for business customers.

21.3 Notice before fees. We will give written notice before applying any inactivity-related administrative fee, specifying the proposed amount (or how it is determined), an effective

date of at least 30 days from notice, and how to avoid it (for example, by transacting, updating your KYC, or closing the account).

21.4 Fee basis. Any inactivity fee will be reasonable, aligned to the disclosed fee schedule, and debited in accordance with the Authorised Dealer's 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 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 on written notice; open transactions must still be settled or closed out in accordance with applicable rules.

22.3 Termination by us. We may terminate on written notice (normally two calendar months), unless clause 22.4 applies.

22.4 Immediate termination. We may terminate or suspend immediately if you provide false or misleading information, breach a material term, present a fraud/AML/sanctions risk, fail to provide required compliance updates, or where we are required to do so by law, a regulator, or a bank.

23. Warranties and indemnities

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

23.2 Indemnity. You indemnify Domisa against losses, claims, costs and expenses (including reasonable legal fees) arising from your breach, unlawful instructions, or inaccurate information, or third-party claims caused by your instructions or documents, save to the extent these arise from Domisa's gross negligence or wilful misconduct.

23.3 Extension to intermediation. The warranties, authorisations and indemnity in this clause 23 extend to Domisa's actions, responsibilities and liabilities in dealing with Authorised Dealers and other financial institutions on your behalf, and you agree to provide, on request, any agency or mandate confirmation such an institution may require.

24. Complaints and disputes

24.1 Internal complaints. You may lodge a complaint using the process set out in our Complaints Policy.

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

25. Confidentiality

25.1 Confidentiality. Each party must keep confidential any non-public information obtained under this Agreement, except where disclosure is required for service delivery (including to banks and service providers), by law or a regulator, to enforce rights, or 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 law.

26.2 Consent. You consent to processing necessary for onboarding and verification; service delivery; compliance with FICA, AML/CFT and exchange control requirements; sanctions and risk screening; and 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), and regulators and lawful authorities, subject to appropriate safeguards.

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

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

26.6 Information Regulator. You may lodge complaints with the Information Regulator, as set out in our Privacy Policy.

26.7 Consequence of withdrawing consent. Where you are required to provide personal information, or to consent to its processing, in order for Domisa to provide the Services, and you refuse or withdraw that consent, Domisa may cease providing the affected Services and, if necessary, terminate this Agreement.

26.8 Third-party personal information. Where you provide Domisa with personal information relating to a third party (including an Authorised Individual, director, trustee, or beneficial owner), you warrant that you have obtained that person's consent to your doing so and to Domisa processing it in accordance with this clause 26.

27. Cookie Policy

27.1 Cookies. Use of cookies and similar technologies is governed by our Cookie Policy, published on our website and incorporated by reference into this Agreement, which explains what cookies are used, for what purposes, and how preferences may be managed.

28. Changes to this Agreement

28.1 How we amend. We may amend this Agreement by emailing you and/or posting updated terms on our website or platform.

28.2 Effect of changes. Changes will generally apply to future transactions only, unless required by law or urgent risk controls.

28.3 Deemed acceptance. If you continue using our services after the effective date of a change, you are deemed to accept it.

29. Governing law and jurisdiction

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

29.2 Jurisdiction. The parties submit to the jurisdiction of the 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 of it.

30.3 Entire agreement. This Agreement, together with its incorporated policies and transaction confirmations, constitutes the entire agreement between you and Domisa for the covered services.

30.4 No partnership. Nothing in this Agreement creates a partnership or joint venture.

31. Contact details

31.1 Domisa Treasury. 1 Albert Rd, Tamboerskloof, Cape Town 8001. Telephone: +27 (0)21 205 1980. Email: info@domisa.co.za.