



THRIVE RULES

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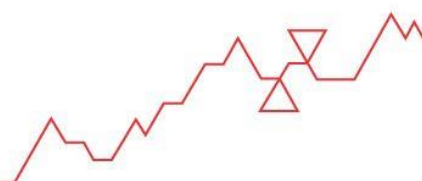
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1. INTRODUCTION

- 1.1 Thrive is the EasyEquities customer loyalty program offered by EasyEquities to EasyEquities Account Holders (ie Members).
- 1.2 This agreement, including any Annexures ("**Thrive Rules**") sets out the terms and conditions between you, in your capacity as an EasyEquities Account Holder ("**you**" or "**Member**") and First World Trader Proprietary Limited t/a EasyEquities ("**EasyEquities**" or "**we**" or "**us**") in terms of which we will allow you to become a Member of Thrive and access the Thrive Benefits in accordance with the Thrive Rules.
- 1.3 Membership with Thrive is free of charge to all Members.
- 1.4 It is important that you read and understand the Thrive Rules before participating as a Member of Thrive.
- 1.5 The clauses in the Thrive Rules that require your careful consideration are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.
- 1.6 The Thrive Rules are legally binding and all aspects of membership with Thrive under it are enforceable against either Party. By being an EasyEquities Account Holder, you acknowledge that you have read the Thrive Rules and that you fully understand its contents and you agree that your membership with Thrive will be governed by the terms and conditions of the Thrive Rules. If you would like us to explain any of the terms and conditions to you, you can phone us and ask us any questions you may have.
- 1.7 We will not provide you with any investment advice for the purposes of FAIS. You acknowledge and agree that nothing in the Thrive Rules constitutes "advice" for the purposes of FAIS. You agree and acknowledge that you will rely solely upon your own judgment in all aspects of your membership with Thrive including but not limited to your use of the Thrive Benefits. You acknowledge that your use of and/or trading on the EasyEquities Platform for any purpose contemplated in the Thrive Rules will be governed by the EasyEquities Terms and Conditions and that all trades are made at your own risk. This means that you will have no claim against us. You warrant and represent that you will not seek recourse against EasyEquities for any loss, expense or damage which you may suffer, howsoever such loss, expense or damage may arise or be suffered, in respect of your membership with Thrive or use of the Thrive Benefits.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In the Thrive Rules, unless the context requires otherwise:
- (1) **Annexures:** Any annexures attached to the Thrive Rules, including but not limited to a Benefit Statement/s, as may be amended or supplemented from time to time;
 - (2) **Application Form:** The account opening form that you are required to complete in terms of the EasyEquities Terms and Conditions for the purposes of applying to become an EasyEquities Account Holder;
 - (3) **Applicable Law:** In relation to the Parties and the provisions of the Thrive Rules, any law, regulation, rule, official directive, request or guideline of any Government entity or any regulatory requirement, judgment, order or determination, codes of practice published by the regulatory bodies having jurisdiction over the Parties (in South Africa or any other country) and the provisions of the Thrive Rules, including legislation which may be subordinate, derivative or otherwise, including but not limited to FAIS and the CPA;
 - (4) **Benefit Statement/s:** A separate document/s which sets out the terms and conditions applicable to a particular Thrive Benefit as published on the Website or communicated to Members from time to time which constitutes an Annexure to the Thrive Rules;
 - (5) **CPA:** The Consumer Protection Act, 2008;
 - (6) **EasyEquities** or "**we**" or "**us**": First World Trader Proprietary Limited t/a EasyEquities (registration number 1999/021265/07), a private limited liability company, incorporated in accordance with the company laws of the Republic of South Africa;
 - (7) **EasyEquities Account Holder:** You, the person signing the Application Form and EasyEquities Terms and Conditions;



[THRIVE BROKERAGE BENEFIT]

- (8) **EasyEquities Platform:** The EasyEquities online investment platform, accessed via the Website or by any other electronic means or devices, using your personal user name and password;
- (9) **EasyEquities Terms and Conditions:** The client agreement, including all the annexures to the agreement, which you must enter into with EasyEquities as a pre-requisite to becoming an EasyEquities Account Holder and a Member of Thrive, which agreement is available on our Website;
- (10) **FAIS:** The Financial Advisory and Intermediary Services Act, 2002;
- (11) **Member** or **“you”**: The EasyEquities Account Holder who has been automatically admitted as a member of Thrive in terms of the Thrive Rules who may or may not be a Thrivalist;
- (12) **Parties:** EasyEquities and the Member, and Party means, as the context requires, any one of them;
- (13) **Thrive:** The EasyEquities customer loyalty program automatically offered by EasyEquities to EasyEquities Account Holders;
- (14) **Thrivalist:** A Member of Thrive who is actively receiving and/or participating in a Thrive Benefit/s in accordance with the terms and conditions of the applicable Benefit Statement/s;
- (15) **Thrive Benefits:** The benefit/s introduced by EasyEquities and accessible to Members of Thrive in accordance with the Thrive Rules and subject to the terms and conditions as set out in the applicable Benefit Statement/s and published on the Website or communicated to you from time to time;
- (16) **Thrive Rules:** This agreement as defined in clause 1.1, including any Benefit Statement/s and any Annexures to the Thrive Rules; and
- (17) **Website:** www.easyequities.co.za or any other U.R.L. owned or controlled by EasyEquities that connects the public with EasyEquities.
- (18) This definitions clause is not exhaustive and you will find other terms defined elsewhere in the Thrive Rules.
- (19) If any provision in a definition confers rights, or imposes obligations on you or us, effect is given to it as a substantive provision of the Thrive Rules.
- (20) Any capitalised term used but not defined in any Benefit Statement/s or Annexure will, unless the context shows otherwise, have the same meaning as in the Thrive Rules.
- (21) The Thrive Rules must be read together with, and supplements, forms part of and is subject to the EasyEquities Terms and Conditions. The Thrive Rules must also be read together with the applicable Benefit Statement/s.
- (22) In the event of any conflict between the provisions of the Thrive Rules, insofar as they relate to your use of and/or trading on the EasyEquities Platform, and the EasyEquities Terms and Conditions, the provisions of the EasyEquities Terms and Conditions will prevail.
- (23) In the event of any conflict between the provisions of the Thrive Rules and the applicable Benefit Statement/s, the provisions of the Benefit Statement/s will prevail.

3. ELIGIBILITY FOR MEMBERSHIP

- 3.1 To become a Member of Thrive you must be an EasyEquities Account Holder.
- 3.2 If you are a EasyEquities Account Holder, you will automatically become a Member of Thrive and you will have access to the Thrive Benefits in accordance with the Thrive Rules and applicable Benefit Statement/s.
- 3.3 You acknowledge that we may remove you as a Member of Thrive in our sole and absolute discretion and need not give reasons for our decision.



4. **THRIVE BENEFITS**

- 4.1 As a Member of Thrive, you will have access to the Thrive Benefits subject to the qualifying criteria and terms and conditions applicable to each Thrive Benefit as set out in the applicable Benefit Statement published on the Website or communicated to you from time to time.
- 4.2 To the extent that you comply with the Thrive Rules and meet the qualifying criteria and terms and conditions applicable to each Thrive Benefit as set out in the applicable Benefit Statement published on the Website or communicated to you from time to time, you will become a Thrivalist and you will receive and/or participate in the applicable Thrive Benefit.
- 4.3 We may, at any time and in our sole discretion, remove, amend, replace or introduce a Thrive Benefit/s and applicable Benefit Statement/s and publish same on the Website from time to time.
- 4.4 Each Thrive Benefit will be accompanied by its own Benefit Statement which will be published on the Website or communicated to you from time to time. The Benefit Statement will contain the qualifying criteria and terms and conditions applicable to the particular Thrive Benefit.
- 4.5 Each Benefit Statement must be read together with, and supplements, forms part of and is subject to the Thrive Rules.
- 4.6 We may, in our sole discretion, determine whether you have successfully qualified to receive or benefit from a particular Thrive Benefit in accordance with the applicable Benefit Statement (ie qualify to become a Thrivalist). To the extent that you have any complaints or disputes in respect of our determination, you may contact us using the contact details set out in clause 12.
- 4.7 We may, at any time and in our sole discretion, amend the terms and conditions of a Benefit Statement on reasonable notice to you. The amendment will be effected by publishing the new version of the Benefit Statement on the Website and will apply to the applicable Thrive Benefit on the date of publication on the Website.
- 4.8 Alternatively, we may notify you by email whenever an amendment of a Benefit Statement is made and provide you with details of same and when such amendment will take effect and, if necessary, where you can find a copy of any new version of a Benefit Statement on the Website. You may request, at any time, that we send you a paper copy of an amended Benefit Statement.
- 4.9 You acknowledge that by continuing to remain a Member of Thrive and/or a Thrivalist, you agree to be bound by any new version of a Benefit Statement.

5. **TAX LIABILITY**

- 5.1 In no event will EasyEquities be liable for any tax consequences that may arise if you are a Member of Thrive, a Thrivalist and/or when you receive a Thrive Benefit/s as contemplated in the Thrive Rules and applicable Benefit Statement/s, as the case may be. You must obtain your own tax advice in this regard.

6. **VOLUNTARY TERMINATION OF MEMBERSHIP**

- 6.1 You may voluntarily terminate your membership with Thrive at any time by:
 - (1) sending us an email to thrive@easyequities.co.za; or
 - (2) utilizing a termination mechanism on the EasyEquities Platform and/or Website, if applicable.

(“Termination Notice”).
- 6.2 On receipt of your Termination Notice, we will immediately terminate your membership with Thrive.
- 6.3 You may re-instate your membership with Thrive at any time following a voluntary termination as contemplated in clause 6.1 by:
 - (1) sending us an email to thrive@easyequities.co.za; or
 - (2) utilizing a membership re-instatement mechanism on the EasyEquities Platform and/or Website, if applicable,



and we will re-instate your membership with Thrive provided you are eligible for membership as contemplated in 3.

7. TERMINATION OF MEMBERSHIP

7.1 Your membership with Thrive automatically terminates when:

- (1) you cease to be an EasyEquities Account Holder; or
- (2) you voluntarily elect to terminate your membership with Thrive in accordance with clause 6.

7.2 Notwithstanding clause 7.1, we may, in our sole discretion, terminate your membership with Thrive if we believe that, amongst other things (and without limitation):

- (1) your account on the EasyEquities Platform is unauthorized, deceptive, fraudulent or otherwise unlawful;
- (2) you are abusing or fraudulently using the Thrive Benefits;
- (3) you are encouraging, assisting or advising another Member to commit fraud in their membership with Thrive;
- (4) you are impersonating another person or Member or you adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud Thrive and/or the Thrive Rules; or
- (5) you are committing any other acts, in our opinion, that requires your membership of Thrive to be terminated.

8. RIGHT TO CANCEL

8.1 EasyEquities reserves the right to cancel Thrive and the Thrive Benefits at any time, or to replace it by another program or benefits, as the case may be, on publishing same of the Website or on written notice to you.

9. TRANSFER OF RIGHTS TO THE THRIVE BENEFIT

9.1 You may not transfer your membership rights with Thrive, or your rights to the Thrive Benefits to another person.

10. VARIATION OF THE THRIVE RULES

10.1 The Thrive Rules may be varied by EasyEquities at any time. The variation will be effected by publishing the new version of the Thrive Rules on the Website and will apply to all your membership in Thrive after the date of publication.

10.2 Alternatively, we may notify you by email whenever a variation of the Thrive Rules is made and provide you with details of same and when such variation will take effect and, if necessary, where you can find a copy of any new version of the Thrive Rules on the Website. You may request, at any time, that we send you a paper copy of the varied Thrive Rules.

10.3 You acknowledge that by continuing to remain a Member of Thrive and/or receive a Thrive Benefit/s, you agree to be bound by any new version of the Thrive Rules, published on the Website, emailed to you or delivered to you in hard copy or by any other manner from time to time.

10.4 Any amended Thrive Rules, as published on our Website, will supersede any previous rules on the same subject matter and will govern membership in Thrive and the Thrive benefit after the date the amended Thrive Rules come into effect.

10.5 It is therefore your responsibility to ensure that you are aware of the latest version of the Thrive Rules as published on the Website.

11. INDEMNITIES

11.1 EasyEquities shall not be liable for, and you hereby indemnify EasyEquities against, claims for any loss, expense or damage which you may suffer, howsoever such loss, expense or damage may arise or be suffered, in respect of your membership with Thrive or use of the Thrive Benefits.

11.2 The above indemnity will not extend to any loss, expense or damage which arises as a result of the misconduct or negligence of EasyEquities or any director, employee or officer of EasyEquities.



11.3 Except as required by any Applicable Laws, we make no representations or warranties about Thrive and/or the Thrive Benefits of any kind, express or implied, including any warranties as to fitness for a particular purpose.

12. **COMPLAINTS**

12.1 You may lodge a written complaint or query about any aspect of your membership with Thrive or the Thrive Benefits thereunder by email at thrive@easyequities.co.za. Alternatively, you can call us during our business hours which are Monday – Friday from 08h30am to 17h00. EasyEquities shall investigate your complaint and shall respond to you as soon as possible.

13. **NOTICES AND ADDRESSES**

13.1 Any notice, consent, approval or other communication in connection with these Thrive Rules (“**Notice**”) will be in writing in English.

13.2 You acknowledge and confirm that any Notice from EasyEquities made under or in connection with the Agreement may be made verbally or in writing in Notices or other communications to your last known home address, place of work, landline telephone number (including a telephone answering machine), mobile telephone (including answer phone), fax number, email address or other contact details, as provided by you in your Application Form, or subsequently amended by you.

13.3 EasyEquities chooses the physical address, fax number and/or email address below as the address to which any Notice must be sent.

<u>Name</u>	<u>Physical Address</u>	<u>Email Address</u>
EasyEquities	16th Floor 25 Owl Street Braamfonteing Werf Johannesburg 2092	thrive@easyequitiesco.za

Marked for the attention of: Legal and Compliance

13.4 You choose the physical address and/or email address set out in your Application Form as the address to which any Notice must be sent.

14. **GENERAL**

14.1 The Thrive Rules constitute the whole agreement between the Parties.

14.2 No indulgence by a Party to another Party, or failure to enforce the terms of the Thrive Rules, will be interpreted as a waiver or be capable of founding an estoppel (estoppel is a legal principle which allows a court to stop a litigant from taking an action which he/she would otherwise be able to take).

14.3 If a term of the Thrive Rules is illegal or unenforceable, that particular term may be cancelled and the remaining terms of the Thrive Rules will still operate.

14.4 The Thrive Rules are governed by South African law.

14.5 The Parties consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in regard to all matters arising out of the Thrive Rules.

14.6 Signature of the Thrive Rules by electronically accepting the terms and conditions on the EasyEquities Platform and/or Website will be treated as the Party’s original signature for all purposes under the Thrive Rules.