REFERRAL AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement, unless the context requires otherwise:

1.1.1. **"Accounting Period"** means a calendar month;

1.1.2. **"Agreement"** means this Referral agreement and any relevant annexures hereto;

1.1.3. **"Applicable Law"** means any law, regulation, regulatory requirement, judgement, rule, order or directive or any other act of any government entity, any determinations, directives, codes of practice (whether or not in writing, published or established through custom) regulations of bodies having jurisdiction over the parties and the provisions of this agreement and any other recognized business practices which are custom in South Africa and in particular in respect of the conduct of the parties and the content of this agreement and which legislation (subordinate, derivative or otherwise) shall include, without limitation, the following:

i. Financial Intelligence Centre Act, 2001 (FICA);

ii. Financial Advisory and Intermediary Services Act, 2002 (FAIS);

iii. Protection of Personal Information Act, 2013 (POPI);

iv. Prevention of Organised Crime Act, 1998 (POCA); and,

v. Financial Markets Act, 2012 (the Financial Markets Act);

as amended from time to time, and which shall include any regulations or other pronouncements made in accordance with any or all of the acts and any succeeding legislation;

1.1.4. **"Connected Accounts"** means the Referrer's personal accounts and any personal accounts opened with Space Markets for the purposes of entering into transactions by connected persons of the Referrer;

1.1.5. **"Financial Services Provider or FSP"** means any person who as a regular feature of the business of such person furnishes financial advice, or furnishes financial advice and renders any intermediary services, or renders an intermediary service (as defined in FAIS), and who is duly permissioned as such in terms of FAIS;

1.1.6. **"Intellectual Property"** has the meaning given to that term in clause 16;

1.1.7. **"Referrer"** means the individual or company signing this agreement, who introduces clients to Space Markets in exchange for remuneration, as set out in the relevant annexures;

1.1.8. **"Introduced Client"** means each person or entity introduced to Space Markets by the Referrer as a potential client of Space Markets and who signs the required mandates and account opening forms, is qualified to be a client of Space Markets under applicable law, and who subsequently executes transactions in respect of products. An introduced client does not include a person to whom any member of Space Markets has at any time prior to the introduction dealt with or engaged in any bona fide business transaction with that person for the provision of any products of whatever nature.

1.1.9. **"Introduction"** means the provision to Space Markets of the name, contact and other details of a person who becomes an introduced client. "Introduce", "Introduces" and "Introduced" shall be interpreted accordingly;

1.1.10. **"Parties"** means Space Markets specified in the relevant annexure, and the Referrer, and "Party" shall mean either one of them as the context requires;

1.1.11. **"Personal Account"** means any account which the Referrer may open and maintain with Space Markets in his or her or its own name for the purpose of entering into transactions in products.

1.1.12. **"Personal Information"** means in relation to prospective clients, introduced clients and connected persons, information that identifies or relates specifically to that person, for example, name, email address and trading records, any information about when and how that person trades, and all related information, together with any other data or information which constitutes personal information under POPI, or is otherwise protected by law.

1.1.13. **"Product"** means any financial product/s and services offered by SPACE Markets including but not limited to; foreign exchange transactions, contracts-for-difference, options, futures contracts; commodities and forward contracts; and any other financial transaction and in consideration thereof from time to time which may include (but is not limited to) products which constitute securities, as defined in section 1 of the Financial Markets Act: Listed and unlisted.

1.1.14. **"Space Markets (Pty) Ltd"** (hereinafter the "**Company**") is a company incorporated and registered under the laws of South Africa, with registration number 2023/651612/07. The Company is authorized and regulated by the Financial Sector Conduct Authority (hereinafter the "FSCA") under the FAIS Act (FSP license number 53183).

1.1.15. **"Relevant Annexure"** means the annexures attached to this agreement as may be amended and supplemented from time to time and setting out the remuneration payable to the Referrer in respect of each type of the Company's product in respect of which an introduced client transacts.

1.1.16. **"Remuneration"** means the fees, commission or other forms of compensation, payable by the Company to the Referrer relating to the products which form the subject matter of the transactions concluded by introduced clients, as calculated in accordance with the relevant annexure. **"Remunerate"**, shall be interpreted accordingly.

1.1.17. **"Qualifying Trade"** means trades that are open for more than 5 minutes.

1.1.18. **"Transaction"** means a trade, or any contract of purchase and sale of the Company's products.

1.1.19. **"Website"** means https://www.spacemarkets.io or any other URL owned or controlled by the Company that connects the public with or any other company.

2. INTRODUCTION & CONDITIONS

2.1. The Referrer acts on behalf of various persons in its capacity as a Referrer and wishes to make Introductions to place their business with the Company. The Company agrees to accept the business introduced by the Referrer in terms of this agreement.

2.2. The Referrer warrants and confirms that it is not a not a Representative of the Company and will not hold itself out as such. The Referrer is an independent party and is not the agent, authorised representative, intermediary or a fiduciary of the Company for any purpose whatsoever and may never purport to hold themselves out as such. Nothing in this Agreement creates or grants the Referrer the right or the opportunity to act or hold itself out as a Financial Services Provider or Representative in its own right, or on behalf of the Company.

2.3. The Company will remunerate the Referrer for each person introduced to the Company who becomes an introduced client and who executes transactions in respect of products in accordance with any further provisions which may be stipulated in the relevant annexure.

2.4. The Referrer will only make introductions, and will have no authority, and will not hold itself out, or permit any person to hold itself out, as being authorised to negotiate on behalf of or bind the Company in any way and will not do any act which might reasonably create the impression that the Referrer is so authorised. The Referrer will not make or enter any contracts or commitments or incur any liability for or on behalf of the Company including for the provision of any products and shall not negotiate any terms for the provision of any products with prospective clients. The Referrer must disclose to each prospective client that it is a Referrer of the Company and that it has no authority or ability to negotiate on behalf of the Company.

2.5. The Referrer shall not enter into any outsourcing arrangements with third parties to introduce clients to the Referrer without prior written consent from the Company.

2.6. Once a prospective client becomes an introduced client of the Company, the relationship and servicing of the introduced client in respect of its transactions in products will be handled by the Company. The Company shall have a direct relationship with the introduced client.

2.7. Where an introduced client refers a third party to the Company, and that third party in turn becomes an introduced client, the Referrer shall not by virtue of the original introduction be regarded as having Introduced the third party to the Company, and the Referrer will not be entitled to any remuneration in respect of that third party.

2.8. The Referrer may not assign, sub-contract or otherwise enter into any arrangements to share its remuneration with any third party or parties directly or indirectly or transfer its rights and obligations under this agreement to any third party or parties without express written authorisation from the Company.

2.9. The Referrer understands and acknowledges that:

2.9.1. notwithstanding the provisions of clause 2.1, the Company reserves the absolute right to make the final determination in good faith as to whether a prospective client referred to it qualifies as an introduced client or not;

2.9.2. the Company is under no obligation to grant equal terms to each Referrer or to each introduced client;

2.9.3. this agreement is non-exclusive. Without limiting the generality of the foregoing, the Referrer acknowledges that nothing in this agreement shall prevent or limit the Company from marketing and selling any products governed under this agreement and the relevant annexures in whole or in part, directly or indirectly, to any prospective clients or from appointing representatives, resellers, distributors and other marketing agents, without any liability to the Referrer;

2.9.4. the Company may take any action or omit to take any action that it believes, in good faith, is necessary to avoid violation of any applicable laws. To the extent that a provision in this agreement conflicts with the provisions of applicable law, the provisions of applicable law shall prevail;

2.9.5. the Referrer is not entitled to, and does not have a right to request, that the Company disclose any personal information regarding a prospective client or introduced client, other than information already provided to the Referrer by the client;

2.9.6. the Referrer shall not perform management services on behalf of the introduced client through the Company;

2.9.7. The Referrer is strictly not authorized to act as an agent, appointed representative or as any authority of the Company. For avoidance of any doubt, the Referrer will not make any

recommendation/s, give advice, providing intermediary services, accept any commitment or guarantee, or accept any responsibility on any matter whatsoever for or on and behalf of the Company;

2.9.8. The Referrer acknowledges that it may not accept funds from introduced client but must instruct the introduced client to make payment directly to the Company;

2.9.9. The Referrer may not conduct any trade execution on behalf of the introduced client;

2.9.10. The Referrer may not give any advice or trading recommendation to the introduced client. For avoidance of any doubt, the Company will not be liable to the introduced client or the Referrer for any advice, decision or recommendation given or made by the Referrer to any introduced client, and the Referrer will indemnify the Company from any loss or liability arising from any such advice, recommendation, default or neglect by the Referrer;

2.9.11. the Referrer shall disclose to the introduced client any conflict of interest that may arise due to the existence of any agreement with the Company;

2.9.12. The Company is under no obligation to follow up any introduction made by a Referrer or to enter into any transaction with a prospective client, introduced client, or connected person; and

2.9.13. The Company reserves the absolute right to freeze any account and cease all transactions, if it is required by applicable law to do so, or in the event that the Referrer, prospective client, connected client or introduced client, fails to comply with applicable law.

3. OBLIGATIONS OF THE COMPANY

3.1. The Company shall notify the Referrer if the Company ceases to offer any products or materially changes the features or costs of any of its products.

3.2. The Company is not liable for any costs or expenses incurred by the Referrer in respect of an Introduction.

4. COMPLIANCE AND DISCLOSURE

4.1. The Referrer will comply with all applicable law which applies to the business carried on by the Referrer.

4.2. Without limiting the generality of clause 4.1 above Referrer will, at all times, fulfil their duties and obligations imposed in terms of this agreement.

4.3. The Referrer will make a full and complete disclosure to each of its existing clients, prospective clients and introduced clients of the remuneration the Referrer receives from the Company in terms of Introductions made pursuant to this agreement.

4.4. The Referrer will disclose the fact that they have personal accounts upfront, and on an on-going basis, to any prospective clients, introduced clients or connected persons.

5. PAYMENT OF REMUNERATION

5.1. At the end of each accounting period, the Company shall calculate the remuneration payable to the Referrer in terms of the relevant annexure for that accounting period and shall furnish the Referrer with a statement within 10 business days of the end of the accounting period for any amount due to the Referrer for the preceding accounting period. The statement will not reflect any personal information about introduced clients and their transactions.

5.2. Remuneration shall be payable into the Referrers nominated bank account as proven by a bank account confirmation letter.

6. CREDIT AND BACKGROUND CHECKS

6.1. Despite the fact that we do not grant you any credit facilities or loans under this Agreement, you authorise us to carry out such credit, criminal and/or identity checks on you (as Referrer), prospective clients, introduced clients and/or connected persons as we deem appropriate including obtaining references from your bank and/or using a credit reference agency.

7. REFERRER PRE-REQUISITES

7.1. The appointment of the Referrer in terms of this agreement is conditional upon the Company determining, in its sole and absolute discretion that the Referrer would be a satisfactory Referrer.

7.2. Factors which the Company may consider include (but are not limited to):

7.2.1. the completion of a structured interview process;

7.2.2. favorable findings arising from the checks conducted in clause 6.1;

7.2.3. submission of a suitable business plan and or revenue forecast;

7.2.4. any findings in respect of the Referrers compliance or non-compliance with applicable law, including FAIS Act and any regulations published by the Financial Sector Conduct Authority;

7.2.5. If the Referrer intends to make any material change to the business of the Referrer regarding the persons who have control over the business of the Referrer, the Referrer must advise the Company in advance of making the change and this agreement may be terminated from the date of such change in our sole and absolute discretion.

8. SUPPORT PROVIDED

8.1. The Company shall, for the duration of this agreement, provide the Referrer with the following:

8.1.1. access to digital sales and marketing material;

8.1.2. access to printed sales and marketing material (provided at low cost);

8.1.3. access to the Company online community; and,

8.1.4. regular e-mail-based updates on new products, services, market commentary etc.; regular catch-up conference calls; private video conference calls or face-to-face meetings to discuss performance, service issues and future plans.

8.2. The Company may in its sole and absolute discretion revoke or amend the support and services provided to and the Referrer in terms of this clause 8 at any time and for any reason whatsoever.

8.3. No financial support (start-up, working capital and or trading capital) is offered to the Referrer.

9. PERSONAL ACCOUNT

9.1. Nothing in this agreement shall preclude a Referrer from opening a personal account(s) with the Company.

9.2. Personal accounts may be subject to the Company's PA Trading Policy as amended from time to time.

10. COMMENCEMENT

10.1. This agreement shall commence on the date when it has been signed by all the parties (Effective Date) and shall continue, unless terminated earlier in accordance with clause 12, until either party gives to the other party one calendar month written notice to terminate.

11. TERM AND TERMINATION

11.1. This agreement will remain in effect for one (1) year after the Effective Date and is subject to an annual review by the Company. Once the annual review is complete and, in the event, that the Company does not give the Referrer notice to terminate within 60 days before the expiration date of the agreement, the agreement will then automatically be renewed for another year.

11.2. Either party may terminate this agreement at any time, without cause, by giving the other party thirty (30) days prior written notice. Upon termination by either party in accordance with this clause, all outstanding remuneration due to the Referrer at that time shall be settled in full within thirty (30) days.

11.3. This agreement may be terminated with immediate effect should the Referrer, or any of the Referrer's, clients, referees, or persons recommended to the Company by the Referrer, be found to have committed a Prohibited Trading Practice under an FSP Client Agreement the Referrer, or any of the Referrer's, clients, referees, or persons recommended to the Company by the Referrer, enter into with the Company. In the circumstance the Company terminates this upon establishing the aforementioned Prohibited Trading Practise has been committed, the Referrer agrees and accepts that the Company will have no obligation to give notice or to pay any outstanding remuneration to the Referrer.

11.4. Notwithstanding the provisions of this clause, in the event that the Company concludes that a breach of this agreement or any of the representations and warranties made herein has occurred or is likely to occur, the Company may:

11.4.1. withhold further payments to the Referrer under this agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or is likely to occur; or

11.4.2. immediately terminate this agreement upon written notice and pursue any other remedies available to it.

11.5. Notwithstanding the foregoing, on the event that the Referrer:

11.5.1. holds itself out as being an agent of the Company;

11.5.2. violates any provision of applicable law; or

11.5.3. violates any provision of this agreement,

the Company will terminate this agreement immediately and will have no obligation to give notice or to pay any outstanding remuneration, to the Referrer.

11.6. Upon expiration or termination of this agreement:

11.6.1. each party agrees not to act in any way to damage the reputation of the other party and any of the other party's products or services; and

11.6.2. execution of any client mandate by an introduced client after termination of this agreement shall not be construed as a renewal or extension of this agreement, or as a waiver of the right to terminate or of any other matter or right and the Company shall have the right after the termination of this agreement to deal, and solicit any transactions from, any and all persons and entities, including introduced clients, prospective clients or potential introduced clients, or connected persons who dealt with or were referred by the Referrer, without liability of any kind to the Referrer.

12. REPRESENTATIONS AND WARRANTIES

12.1. In addition to the representations and warranties contained elsewhere in this agreement, the Referrer hereby warrants and represents (as at the Effective Date and on each day this agreement is in effect):

12.1.1. that no promotion, solicitation or marketing of products will be carried out by the Referrer without the express consent of the Company;

12.1.2. that there will be no use of any intellectual property by the Referrer other than the use of authorized material provided to the Referrer in terms of clause 8;

12.1.3. that the Referrer shall not publish, distribute, communicate or represent any information regarding the Company without the express consent of the Company;

12.1.4. that full transparency will be complied with regarding the legal relationship between the prospective client and the Company;

12.1.5. that the Referrer will comply with all provisions of applicable law/s;

12.1.6. that the Referrer will not hold itself out as an employee, agent, representative of the Company;

12.1.7. that the Referrer will not act in accordance with any power of attorney given on behalf of another person that the Referrer enters into this agreement with the Company as principal, only for himself/herself and not on behalf of a third party as that party's agent or representative;

12.1.8. that every person introduced to the Company in terms of this agreement qualifies to become an introduced client or connected person and is not precluded nor prohibited by any applicable law, or any other law of general application to which that person may be subject, from entering into any transactions with the Company or otherwise becoming an introduced client of the Company; and

12.1.9. that the Referrer has obtained the consent of all prospective clients to make the introductions and to disclose that prospective client's personal information to the Company in the course of making an introduction.

13. INDEMNITIES

13.1. The Referrer indemnifies the Company from and against any and all direct, indirect and consequential loss, harm, damage, cost or other liabilities (including, but not limited to, legal and other professional fees) sustained or incurred by, or awarded against the Company as a result of or arising out of any

claim or action against the Company in relation to any act or omission whether intentional, criminal, fraudulent or negligent, for which the Referrer is responsible, including any breach of the provisions of this agreement, and/or the terms of any applicable relevant annexure to this agreement, or the terms of any applicable Law.

13.2. The Referrer agrees to compensate the Company, its employees, agents or representatives for any claim arising from the provisions of this agreement, including this clause 14, within 30 (thirty) days from date of receipt of the claim by the Referrer from the Company. The Company have the right but are not obliged to apply a set off between the amounts of such claim and any amount then or thereafter owed by the Company to the Referrer. The decision of the Company in this regard will be final.

14. PERSONAL INFORMATION

14.1. When the Referrer obtains personal information from a prospective client, the Referrer will only use such personal information for purposes of making introductions and the Referrer will disclose to the prospective client that his/her personal information will be forwarded to the Company for the purposes of making an introduction. The Referrer will further advise all prospective clients that the Company will in turn use and process that personal information for purposes of establishing a potential relationship with that person as contemplated in this agreement.

14.2. The Referrer will obtain the consent of all prospective clients to make the introductions and to disclose that prospective client's personal information will be forwarded to the Company in the course of the introduction.

14.3. In accordance with data privacy laws applicable to us, the Referrer hereby consent to the Company processing your personal information and making your personal information available to third party providers subject to applicable laws. It is imperative for us to collect the Referrer's personal information in order to facilitate the Referrership agreement. The collection of the information is mandatory and failure to provide the information will lead to us not being able to enter into a Referrership agreement. The Referrer has the right to access and amend the information we have collected. The Referrer has the right to lodge a complaint with the Information Regulator. All complaints to Information Regulator can be sent to complaints.IR@justice.gov.za

15. USE OF INTELLECTUAL PROPERTY

15.1. Save as contemplated in clause 8 and 14, the Referrer will not use any icons, trademarks, logos or branding (including all copyrights, patents, trademarks, service marks and trade secrets) owned by the Company ("Intellectual Property") for any purpose whatsoever.

15.2. The Referrer agrees:

15.2.1. that the intellectual property or other rights thereto in any information distributed to or received by the Referrer whether sent by or on behalf of the Company by any means whatsoever (including but not limited to by internet, electronic communication or mobile phone), together with any advertising media, website or other material connected to the products and services and in any databases that contain or constitute the information, shall remain the sole and exclusive property of the Company; and,

15.2.2. that the Referrer shall not permit or facilitate, and shall take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in clause 16.1, however received, to a third party.

15.3. The Referrer is hereby granted a non-transferable, revocable and non-exclusive permission ("**permission**") to use the intellectual property for promotional purposes. This includes, but is not limited to, the use of the trade name "Space Markets" and/or any other trade branding utilised by the Company for its corporate group from time to time. The permission shall automatically be terminated if the intellectual property is misused by the Referrer or used for any purpose other than as contemplated in this agreement. The Referrer shall at all times make known to any prospective client that the intellectual property is used by the Referrer for promotional purposes only and is the exclusive property of the Company.

15.4. The permission shall automatically be revoked when the Referrer ceases to promote the products due to termination or expiry of this agreement pursuant to the terms, conditions, provisions and covenants contained herein or immediately upon notice to the Referrer. Such termination or revocation shall not affect any right the Referrer may have accrued to compensation for introduced clients as otherwise provided herein.

15.5. The Company shall at all times own all intellectual property rights in connection with all of the Referrers promotional materials, sales presentations and similar promotional activities used in the course of the Referrers fulfilment of its rights and obligations under this agreement.

15.6. The Company reserves the right to change any intellectual property terms and conditions, rules, policies and operating procedures at any time as the Company sees fit.

16. CONFIDENTIAL INFORMATION

16.1. The terms of this agreement must at all times remain confidential and must not be shared with third parties with the exception of independent legal counsel and prospective clients, introduced clients and connected persons. The Referrer will ensure that prospective clients, introduced clients and/or connected persons to whom any disclosure of the terms of this agreement are made, will also keep the terms of the agreement confidential.

16.2. In addition, each party acknowledges that it may receive valuable trade and business secrets and other proprietary and confidential information, including, without limitation, information about the other party's or the Company's business, products, equipment, systems, techniques and practices (collectively, "**Confidential Information**") (for purposes of this specific clause, a party receiving confidential information shall be referred to as a "Receiving Party" and a party disclosing confidential information shall be referred to as a "**Disclosing Party**"). The receiving party shall, and, where applicable, its employees and agents shall, strictly maintain the confidentiality of the confidential information and not disclose, disseminate or otherwise give confidential information to any other person, firm, organisation or third party, except for an employee or agent of the receiving party who has a reasonable need to obtain access and who has agreed in writing not to disclose, and not to use for any other purpose.

16.3. Confidential information shall not apply to any information that:

16.3.1. is or becomes publicly known without violation by the receiving party;

16.3.2. already known to the receiving party without restrictions at the time of its disclosure by the disclosing party, as evidenced by the written records of the receiving party;

16.3.3. after its disclosure to the receiving party by the disclosing party, is made known to the receiving party without restrictions by a third party having the right to do so; or

16.3.4. is legally required to be disclosed by the receiving party pursuant to a judicial order from a court of competent jurisdiction (provided that the receiving party promptly informs the disclosing party of the requirement and affords a disclosing party a reasonable opportunity to contest the required disclosure).

16.4. Both parties shall take reasonable steps to ensure that their directors, employees, contractors, representatives and agents comply with these confidentiality provisions.

16.5. The Referrer warrants that:

16.5.1. where the Referrer request confidential information relating to prospective clients, introduced clients or connected persons from the Company which the Referrer is not in possession of, the Referrer, shall be in possession of a written authorisation of such client in respect of whom such information is requested to request and obtain information relating to such client;

16.5.2. the originals of such written authorisations shall be retained by the Referrer at all times and be made available for inspection on request.

16.6. The foregoing obligations of confidentiality shall survive termination or expiry of this agreement.

17. VARIATION OF THIS AGREEMENT

17.1. This agreement and any relevant annexure may be varied by the Company at any time. The variation will be effected by emailing a new version of the agreement and/or relevant annexure to the relevant person or director and will apply to all business introduced to the Company as from 10 Business Days after the date of publication unless it is impracticable in the circumstances to do so. Alternatively, the Company may notify you by email whenever a variation of this agreement and/or relevant annexure 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 agreement and/or relevant annexure on the website. You may request, at any time, that we send you a paper copy of the varied agreement and/or relevant Annexure.

17.2. Any amended agreement and/or relevant annexure will supersede any previous agreement on the same subject matter and will govern any introduction made after the date the amended agreement and/or relevant annexure comes into effect. It is therefore the Referrers responsibility to ensure that you are aware of the latest version of the agreement and/or relevant Annexure.

17.3. In addition, we may add new relevant annexures to this agreement in respect of new products from time to time, and the Referrer will be notified in the same manner as stipulated in this clause 18.

18. GENERAL

19. Governing Law and Jurisdiction

19.1. This agreement is governed by the laws of the Republic of South Africa, and each party further irrevocably consents to the non-exclusive jurisdiction of the appropriate South African court. Process may be served on either party by any method as is authorised by applicable laws.

20. Legal Fees

20.1. If either the Company or the Referrer employs professional legal advisers to enforce any rights arising out of or relating to this agreement, the prevailing party shall be entitled to recover reasonable legal fees and costs, including expert witness fees, on an attorney-client basis.

21. Addresses

21.1. The parties hereto choose as their representative *domicillia citandi et executandi* ("**Domicilium Address**") for all notices for all purposes arising from or incidental to this agreement.

21.2. Domicilium Address - Space Markets: 5th Floor Sasol Place, 50 Katherine Street, Sandton, Johannesburg, 2196.

21.3. Domicilium Address - Referrer: As per Referrers Account Opening Form.

22. Force Majeure

22.1. If the performance of this agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction or interference.

23. Assignment & Corporate Reorganization

23.1. The Referrer may not cede, assign, or otherwise transfer this agreement, or any portion thereof, to any third party unless the Company expressly consents to such assignment in writing. For the purposes of this agreement, a merger, consolidation, or other corporate reorganization, or a transfer or sale of a controlling interest in the Company stock, or of all or substantially all of its assets, shall render this agreement null and void, insofar as current directors/officers/shareholders liability is concerned. Obligation of

23.2. performance of this agreement shall rest with the new entity, directors, officers and/or shareholders.

24. Severability

24.1. If any provision of this agreement is determined to be illegal or unenforceable by any court or tribunal of competent jurisdiction, that provision shall be deemed to have been deleted from the agreement without affecting the remaining provisions.

25. Relationship of Parties

25.1. The parties shall perform all of their duties under this agreement as independent contractors. Nothing in this agreement shall be construed to constitute the parties as principal and agent, employer and employee, franchiser and franchisee, Referrers, joint ventures, co-owners, or otherwise as participants in a joint undertaking, or to enter into any agreement or otherwise incur any liability or obligation, expressed or implied, on behalf of the other party, or to transfer, release, or waive any right, title, or interest of such other party. Further, the Company shall not, because of this agreement, have any obligation to the Referrer to continue its business or to continue, discontinue, change, retain, sell or supply products, or execute transactions.

26. Entire Agreement; Modification; No offer

26.1. This agreement including the relevant annexures constitutes the entire agreement between the parties with respect to its subject matter and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent hereto signed by the parties, unless the Company amends the agreement in terms of clause 18. Neither this agreement nor any written or oral statements related hereto constitute an offer, and this agreement shall not be legally binding until executed by both parties hereto.

27. Third Party Rights

27.1. Except with specific regard to terms, conditions, provisions and covenants pertaining to intellectual property and the Company, no provision of this agreement shall be enforceable by any third party.

28. Counterparts

28.1. This agreement may be executed in any number of counterparts, each of which shall, when executed and delivered, be an original and all counterparts shall together constitute one and the same instrument.

29. Payment of fees and expenses

29.1. Each party shall bear its own expenses in connection with this agreement and the transactions contemplated.

29.2. The Referrer confirms that it has read, understands and accepts the terms of this Referrer Agreement and explicitly agrees by accepting and using the Company platform/s to be legally bound by its terms and conditions.

30. SIGNATURE

30.1. This Agreement is signed by the Parties on the dates and at the places indicated below.

30.2. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

30.3. The persons signing this Agreement in a representative capacity warrant their authority to do so.

30.4. The Parties record that it is not a requirement for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by witnesses.

DATED and **SIGNED** at on this day of **20**

For and on behalf of **Space Markets**

Signature

Name of Signatory

Designation of Signatory

DATED and **SIGNED** at on this day of **20**

For and on behalf of **the Referrer**

Signature

Name of Signatory

Designation of Signatory

Annexure A – Remuneration, Fees and Charges

1.1. Commission is paid out only for qualifying trades, those trades open for more than 5 minutes and will be paid out immediately to the Referrer's account in accordance with the commission structure payable per the Referrer’s commission tier.

Annexure B

REFERRER DECLARATION

1. INTRODUCTION

1.1. This declaration, representation, warranty, and acknowledgement (collectively, this "**Declaration**") is made and executed by the undersigned referrer (hereinafter referred to as the "**Referrer**") in favour of and for the benefit of Space Markets (Pty) Ltd. ("**Space**"), a duly licensed and registered financial services provider in terms of the Financial Advisory and Intermediary Services Act, 2002 (Act No. 37 of 2002), together with all Board Notices, Codes, and other subordinate legislation issued thereunder (collectively, the "**FAIS Act**").

2. DECLARATION

1.2. The Referrer hereby unequivocally acknowledges, affirms, and declares that its role is strictly confined to that of introducing prospective clients to Space, and that it acts in no other capacity.

1.3. The Referrer expressly confirms and undertakes that it does not, and shall not at any time, provide, offer, or purport to provide any "advice" or "intermediary service," or any other financial service as contemplated and defined under the FAIS Act.

1.4. The Referrer further declares and acknowledges that it does not satisfy, nor is required to satisfy, the Fit and Proper Requirements issued under the FAIS Act, since it neither performs, nor is authorised to perform, any financial service regulated by said legislation.

3. REPRESENTATION

1.5. The Referrer hereby represents and/or undertakes as follows:

1.5.1. it is not authorised, licensed, approved, or otherwise permitted in terms of the FAIS Act to render any financial service whatsoever, including but not limited to the rendering of "advice" or "intermediary service" as defined in the FAIS Act;

1.5.2. it has not, and shall not at any point in time, hold itself out to any person or entity as being authorised, licensed, or approved under the FAIS Act; and,

1.5.3. it has informed, and shall continue to inform, all clients and prospective clients referred to Space that any and all financial services shall be rendered exclusively by Space or by its duly appointed representatives who are authorised and compliant with the FAIS Act.

4. WARRANTY

1.6. The Referrer hereby irrevocably and unconditionally warrants that:

1.6.1. It shall not contravene, directly or indirectly, nor attempt to contravene, any provision of the FAIS Act;

1.6.2. It shall not, whether expressly or impliedly, provide or purport to provide any “advice,” “intermediary service,” or any other financial or regulated activity governed by the FAIS Act; and,

1.6.3. It shall immediately notify Space in writing, without delay, in the event that it becomes licensed, authorised, or approved under the FAIS Act, or if there is any change to its legal, regulatory, or operational status which may have a bearing on the validity or effect of this Declaration.

5. ACKNOWLEDGEMENT

1.7. The Referrer acknowledges, agrees, and accepts that:

1.7.1. Space does not, and shall not, endorse, support, authorise, or provide compensation to any person or entity in respect of any conduct or activity that contravenes or is inconsistent with the FAIS Act;

1.7.2. Any and all remuneration, commission, or benefit lawfully provided by Space to the Referrer shall be strictly limited to legitimate referral arrangements, and such remuneration shall not, under any circumstances, be interpreted or construed as payment for the rendering of “advice,” “intermediary services,” or any other regulated financial activity as contemplated in the FAIS Act;

1.7.3. The Referrer shall not, either directly or indirectly, represent, imply, or create the impression to any third party that it has authority from, or is authorised by, Space to provide financial services under the FAIS Act.

6. GENERAL

1.8. This Declaration is furnished by the Referrer to Space strictly for purposes of compliance, governance, and record-keeping under the FAIS Act. It shall remain valid, binding, and fully enforceable for as long as the Referrer continues to introduce or refer clients to Space.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Referrer:

Name: _____

Signature: _____