

# SERVICE AGREEMENT

entered into between

**BITINVEST (Pty) Ltd**  
**(Registration Number 2020/734642/07)**

(hereinafter referred to as the "Company")  
of Block C, Monte Circle Office Park Montecasino Boulevard, Sandton  
email address: info@BitInvest.co.za

and

<b>Full Name and ID Number</b>	
<b>Physical Address</b>	
<b>Email Address</b>	
<b>Cell No.</b>	

(hereinafter referred to as "**the Client**")

\*with the above physical and email addresses, being the parties' chosen *domicilium citandi et executandi* for the service and delivery of all legal processes and notices.

**\*THE DETAILS OF THE CLIENT ARE AS INSERTED BY THE CLIENT DURING THE WEBISTE REGISTRATION PROCESS AND ARE DEEMED TO BE INCLUDED ON THE FACE OF THIS SERVICE AGREEMENT BY THE EXPRESS CONSENT AND ACKNOWLEDGMENT OF THE CLIENT WHO BINDS HIMSELF/HERSELF TO THE TERMS CONTAINED HEREIN.**

## 1. PREAMBLE AND MANDATE

The Client hereby unconditionally and irrevocably authorises and empowers the Company to act on his/her behalf as his/her lawful agent for the purpose of managing all accounts, payments, interactions with third parties, withdrawals and other such functions as may be necessary, including but not limited to; entering into forex booking confirmations, cryptocurrency transactions, signing of the clients name, signing on behalf of the client or the creation of an electronic signature for the Client, creating and accessing an email address to be created on behalf of the Client, to download the Google Authenticator App on behalf of the Client, for booking foreign exchange rates with brokers and to execute on the Client's behalf any contracts, arrangements or transactions of whatsoever nature, in relation to the services provided by the Company.

## 2. RESPONSIBILITIES OF CLIENT

- 2.1. On the date of signature hereof (the "commencement date"), the Client shall provide the Company with; a copy of the his/her Identity Document, tax number, a copy of his/her proof of residence, a copy of his/her 3 month bank statements, copies of all asset statements in order to apply for foreign capital allowance ("FCA") and/or any such financial information requested by the Company for the fulfilment of its mandate.
- 2.2. The Client shall ensure that all information provided is factually correct and shall inform the Company should any changes occur in respect of the information supplied. The Client shall at all times ensure that his/her SDA and FCA shall not be exceeded and it is the responsibility of the Client (and not the Company) to monitor all foreign outward payments to ensure that foreign allowance limitations are not exceeded. The Client shall therefore notify the Company that it is to cease trading before the Client's offshore allowance limitations are reached.
- 2.3. The Client shall provide the Company with all of his/her local asset statements timeously upon request, in order for the Company to apply for FCA through its nominated agent.
- 2.4. The Client shall be responsible for engaging with forex brokers ("brokers") nominated by the Company, with a view to utilising their services and opening up an intermediary bank account, unless the brokers allow the Company to act directly with them in this regard.
- 2.5. After the above has been attended to, the Client shall be responsible for making payment on the same day of request by the Company of a capital sum to be mutually determined by the parties, to the intermediary account to be opened up by the brokers, and shall ensure that the exchange rate which is booked by the brokers is booked at a rate which is not more than 18 cents above the prevailing spot price in the currency denomination specified by the Company.
- 2.6. The Client shall keep the Company copied into any and all email correspondence with the brokers and shall forward any forex booking confirmations (in the event that the broker does not copy in the Company) to the Company as soon as same is received.
- 2.8. The Client shall endeavour to be contactable on the cellphone number and email addresses provided on the face of this Agreement during normal business hours and attend to all aspects in relation to the successful registration thereof. The client furthermore consents to being contacted via SMS, email and telephonic calls on any number or email address provided to the Company.
- 2.9. The Company shall not utilise the intermediary Mercantile Bank account to be opened under the Client's name for any purpose other than to allow the Company to book trades on the Client's behalf for the purposes set out herein, unless the Client has received prior written confirmation from the Company that it may utilize the said bank account for any such other purpose. Irrespective of such prior confirmation, the Client shall not make

payment of the Capital invested with the Company and held in the Mercantile Bank account for the services the Company provides, to any other account, unless the Company expressly confirms otherwise.

### 3. RESPONSIBILITIES OF THE COMPANY

- 3.1 After the commencement date and once the Parties have scheduled the initial meeting, as referred to above, the Company will create a new Client email address, install the Google authenticator app on behalf of the Client, and register the Client on international and local cryptocurrency exchanges, which the Company will have sole access to and control over, as agreed to by the parties.
- 3.2 The Company shall, once the payment of the Forex amount has been paid by the brokers, transact and trade on behalf of the Client by the utilisation of the Company's arbitrage model, for the purposes of making a profit from the arbitrage opportunity between the international and local cryptocurrency markets.
- 3.3 The Company shall pay the profits after a successful transaction, into the bank account of the Client after deduction of the Company's specified fee, as nominated by him/her and shall retain the same capital amount in order to repeat the arbitrage process.
- 3.4 The Parties hereby agree that the Company may in its sole discretion withhold a portion of the profits realised in a particular trade(s) in the local exchange, instead of paying the full profit component to the Client after every trade, in order to ensure that there is a "buffer" in place for future trades, which may not be as profitable. The contents of this paragraph are conditional on the Company paying to the Client all profits due to the Client upon termination of this Agreement.

### 4. DURATION OF AGREEMENT

- 4.1 This Agreement shall commence on the date of signature hereof and shall continue to be in existence for so long as the Company's services are utilised by the client.
- 4.2 Either party may provide the other party with a termination notice in writing, which termination shall be effective at the later of; date of notification or immediately after the last transaction has been completed (should a transaction be initiated but not yet completed at date of such notification).
- 4.3 Should the Client terminate this Agreement before the Company has transacted more than R500 000 on behalf of the Client, the Client shall pay the Company a R5000,00 early termination fee in addition to the management fee applicable.

### 5. REMUNERATION

- 5.1 The Client is liable to pay the fees as set forth in **Annexure A** hereunder.
- 5.2 The Company shall retain its management fee as per its fee structure, from the profits which are generated by it per trade and shall provide the Client with a monthly statement in arrears, indicating the management fees which have been retained by the Company and expressing the profit portion which has been paid to the Client.
- 5.3 Should the Company be unable to deduct or receive its fee from any trade/(s) for any particular reason whatsoever, the Parties hereby expressly acknowledge that the Company will be entitled at its sole discretion to withdraw the fee due to it from the Capital sum invested by the Client with it. The Client consents to the contents herein and understands that his/her realised profit shall be reduced by the sum of the management fee.

- 5.4 The Company is entitled to retain a non-disclosed fee for the facilitation of the offshore forex transfer with the relevant brokers, in addition to the fees indicated in Annexure A. Such fees, if any, will not constitute additional monthly fees which are payable by the Client to the Company, but will merely marginally reduce the Client's profit-share.

## 6. DECLARATION BY CLIENT AND INDEMNITY

- 6.1 The client specifically records that it is patently aware of and familiar with any and all risks associated with the trading of cryptocurrencies and as such indemnifies the Company against any losses which might be suffered, whether such losses are direct or indirect or due to the fault of the Company or any third party. The client further accepts it is required by law to comply with any and all South African Revenue Service ("SARS"), and South African Reserve Bank ("SARB") requirements, regulations, foreign exchange submissions and/or tax implications and that it is the Client's sole prerogative and responsibility to ensure that he/she is compliant in respect of *inter alia* the above. Pursuant to the above, the Client specifically confirms the below;
- 6.1.1 The Client shall strictly comply with all of his/her obligations in terms of this Agreement.
- 6.1.2 The Client is 18 years or older, has never been sequestered and there are no pending sequestrations, judgements or pending Judgments against him/her and that he/she does not have a criminal record.
- 6.1.3 The Client hereby confirms that he has no outstanding tax obligations towards SARS and shall disclose all profits made pursuant to this Agreement to SARS.
- 6.1.4 The Client acknowledges that the Company shall not be liable to compensate or reimburse the Client for any losses which the Client may incur of whatsoever nature and the Client confirms that it acknowledges the possibility that he/she may lose the full capital sum invested by him/her with the Company and he/she shall not have any claim against the Company in respect of such losses, irrespective of the manner in which the losses arose or whether due to the negligence of the Company. In our process, your risk of financial loss is limited to the capital you invest. In the event of an unforeseen problem, you hereby authorise the Company to do everything necessary to attempt to recover the funds. You also agree to sign any additional documentation that may be required to assist in such an event.
- 6.1.5 The Client is hereby informed that cryptocurrencies are currently not adequately regulated and that draft regulations are currently being considered and may be implemented in the future. New rules, regulations and the subsequent amendment of our terms and conditions could come into effect in the future. Notwithstanding the above, there are current statutes which provide for the payment of income tax on the profits realized, which need to be borne in mind by the Client. The Client is requested to do his relevant research and obtain professional independent opinions (without disclosing the exact nature of the Opportunity as referred to above), should the Client have any uncertainties in this regard, as the Company is not authorised to provide tax-related advice, and only offers general informal suggestions herein.
- 6.1.6 In addition to the above and the Company's general exclusion of liability, the Client expressly acknowledges that the Company shall not be liable for any funds of the Client which are frozen, attached or otherwise made inaccessible in any other manner, if the Client fails to ensure that his SDA and/or FIA has not been exceeded whilst the Company trades on the Client's behalf, or should the funds be frozen or inaccessible for any other reason whatsoever.
- 6.1.7 The Parties expressly acknowledge that the period of time and extent of this arbitrage opportunity cannot be ascertained and that the said opportunity may cease to exist,

alternatively be diminished in the future. The Client therefore is discouraged from resigning from his/her employment in order to support himself/herself purely by the profits generated pursuant to this Agreement. Furthermore, should the arbitrage opportunity practically cease to exist or cease to exist to such an extent as to not been consistently profitable (as unilaterally determined by the Company), the agreement shall be terminated immediately and the Company shall repay the Client his/her capital investment.

6.1.8 It is expressly stated and the Client hereby acknowledges that the Company also intends to use cryptocurrencies other than Bitcoin for the purposes of the services it provides and that it may use its unilateral discretion in determining which cryptocurrency it wishes to transact with for any particular trade.

## 7. NOTICES AND DOMICILIA

7.1 The Parties choose as their respective *domicilium citandi et executandi* at the physical and email addresses set out on the first page hereof for all purposes arising out of or in connection with this Agreement, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination (if so applicable), may validly be served upon or delivered to the Parties. The Client's details shall be deemed to be those inserted by him/her in the on-boarding application and as per the proof of residence uploaded.

7.2 Any notice given in terms of this Agreement shall be in writing and shall:

7.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

7.2.2. if transmitted by email, notice shall be deemed to have been received by the addressee on the day the email was sent if sent on a business day, otherwise on the subsequent business day, unless the contrary can be proved.

## 8. FORCE MAJEURE

8.1 Neither Party is responsible to the other for its failure to perform, for defective performance or for any delay in performing any obligation under the Agreement, if and to the extent that such failure or delay is caused by force majeure.

8.2 For the purpose of this Agreement, force majeure means; any circumstance which is beyond the reasonable control of the Party giving notice of force majeure ("the Affected Party"), including such Party's agents, contractors or employees, without the fault or negligence of that Party, including but not limited to; war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, sabotage, blockade, boycott, the exercise of military or usurped power, damage to Company equipment and/or computers and/or cellphones, the depletion of the arbitrage opportunity below a 4% gross difference (or such other low arbitrage rate determined unilaterally by the Company to be insufficient or too risky for trading purposes), epidemic, pandemic, lockdown, government enforced restrictions and regulations on cryptocurrency, quarantine, accident, other acts or restraints of government imposition, or any other act or restrictions imposed which affect the industry of the Affected Party.

8.3 The Parties specifically acknowledge that should the gross arbitrage rate be less than 2.5% (or such other low arbitrage rate determined unilaterally by the Company to be insufficient or too risky for trading purposes) be present at any given time between the international and local markets, the Company may experience practical difficulty in trading on behalf of the Client due to minimal profits which may be realised. Such an event also

constitutes a *force majeure* event with the Company not being obliged to notify the Client of same in this instance.

- 8.4 The Affected Party must give notice thereof to the Party not so affected ("the Other Party") within one week upon the occurrence of an event of force majeure and again within one week on the cessation thereof.
- 8.5 If the force majeure is of such a nature that it will result in impossibility of performance of an obligation going to the root of the Agreement, the Other Party is entitled, on receipt of notice of the force majeure event, to terminate this Agreement upon notice to the Affected Party.
- 8.6 If, as a result of a Force Majeure Event, the performance by the Affected Party of some but not all of its obligations under the Agreement are affected, the Affected Party shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.
- 8.7 If the force majeure is of such a nature that it will not result in impossibility of performance of the obligation in question but will delay the performance thereof, the Affected Party is entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both Parties, provided that if the force majeure situation persists for more than 90 (ninety) days the Other Party will be entitled to terminate the Agreement, insofar as same is not terminable in any other manner as per the remaining provisions as contained herein.

## 9. ENTIRE AGREEMENT AND VARIATIONS

This Agreement, together with the various annexures and/or forms, documentation and information contained on the Company's website and as completed by the Parties, shall together constitute the whole Agreement between the parties. The Client acknowledges that the Company may unilaterally vary, amend, delete, alter or amend certain terms and conditions and the Client shall be bound by such changes, without communication being required to be furnished to the Client by the Company before such changes are implemented. The Client further acknowledges that it is his/her responsibility to view any such changes as are indicated in the terms and conditions as may be amended from time to time and made accessible on the Company's website.

## 10. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other Party in respect of the performance of any obligation hereunder, or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by any party hereto, shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or stop such Party from enforcing, at any time and without notice to the other Party, strict and punctual compliance with each and every provision or term hereof.

## 11. WAIVER

No waiver on the part of either Party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

**12. BREACH**

Should the Company employ an attorney or debt collector or utilise its own mechanisms to recover amounts payable by the Client under this Agreement, or to enforce or exercise any of its rights hereunder, the Client will be liable for any attorney and own client costs, collection commission, tracing agent fees and sheriffs charges incurred by the Company.

**13. SEVERABILITY**

If any provision of this Agreement are declared by a competent court to be unenforceable, illegal, void or contrary to public policy, such declaration shall have no effect upon the binding force or effectiveness of any of the remaining provisions of this Agreement, it being the intention and the declaration of the Parties that had they known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would nevertheless have entered into this Agreement, containing all such remaining provisions.

**14. VARIATION**

No addition to, variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination (if so applicable) shall be of any force or effect unless reduced to writing and signed by both Parties hereto.

**15. GOVERNING LAW**

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa and the conclusion of this Agreement shall be deemed to be concluded at the registered office address of the Company.

**BY THE CLIENT SELECTING THE ONLINE BOX LABELLED "I AGREE TO THE TERMS AND CONDITIONS", THE CLIENT HEREBY ACCEPTS THIS AGREEMENT AND UNDERSTANDS THE CONTENT HEREIN AND THE CONSEQUENCES OF SUCH ACCEPTANCE.**

**ANNEXURE A****Note:**

**Min volume per trade: R150 000.00**

**Should you wish to use a lower amount per trade, please contact the Company to discuss same.**

PLEASE NOTE THAT THE COMPANY WILL USE THE SAME INITIAL CAPITAL CONTRIBUTION TO MAKE NUMEROUS TRANSACTIONS. FOR EXAMPLE: IF A CAPITAL INVESTMENT OF R150 000 IS USED IN 6 SEPARATE TRANSACTIONS IN A MONTH, THE TOTAL CAPITAL TRANSACTED SHALL EQUATE TO R900 000 AND TRADING FEES SHALL BE APPLICABLE PER TRADE AND DEDUCTED ACCORDINGLY.

**FEES:**

➤ **Trading fees:**

- 30% (thirty percent, excl VAT) of the total profit realised per trade.

For example; if the capital investment of R200 000 is traded with and a gross profit of R6000,00 is realised, the Company's trading fee will equate to R1800,00 (excl VAT).

- The trading fees will be deducted by the Company after every trade has been completed, with the nett profit after fees paid to the client into his/her designated profit bank account. The Capital shall be re-transferred to the client's intermediary bank account in order to continue the trading process.

➤ **Tax clearance fees:**

- R1200,00 per successful FCA application. This is payable within 48 hours of receipt.

★ Fees are exclusive of VAT, to the extent that VAT is applicable.



**ANNEXURE B****IN LINE WITH THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (“POPI”)**

This Privacy Policy describes our policies and procedures in addition to the terms and conditions as stated on our website (which cumulatively are referred to as our “Privacy Policy”) on the collection, use and disclosure of your personal information when You, as our client, utilise the BitInvest services.

We use your Personal data in order to fulfil our services, as a company which exploits cryptocurrency arbitrage for the benefit of our clients. In order to fulfil the aforementioned mandate, we need to process your personal information securely. This entails processing your personal information by directly obtaining same from you as the client, safely securing same and using same for the aforementioned purpose, but also in related to purposes indirectly connected to our primary mandate, which includes engaging with our forex brokers to open up the intermediary bank account on your behalf and engaging with our tax consultants which you hereby and in the ordinary course of our communication consent to, for the purpose of obtaining tax clearance approval by the South African Revenue Services (“SARS”). Such information will therefore be processed, safely secured, and provided to our brokers, tax clearance agents, and the relevant cryptocurrency exchanges who will process your information as independent entities in line with their own privacy protocols, which we are not responsible for.

By entering into the Agreement with BitInvest, You agree to the collection and use of information in accordance with this Privacy Policy and our terms and conditions as stated on our website.

## Definitions

For the purposes of this Privacy Policy:

- **Account** means an account or all the accounts in relation to the BitInvest registration and Agreement, broker account, Mercantile Bank Account and the relevant cryptocurrency exchange accounts. This may mean the singular or collective of the above, as the context may indicate.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to BitInvest (Pty) Ltd, Block C, Montecircle Office Park, Montecasino Boulevard, Fourways, Johannesburg.
- **Country** refers to: South Africa
- **Device** means any device that is utilised for the Services We provide, such as a computer, a cellphone or a digital tablet.
- **Personal Data** is any information that relates to an identified or identifiable individual, of a personal nature, as defined by the POPI Act.
- **Service** refers to the services as listed on our Website and in our Agreement (being the Agreement as accepted by the Client upon registration on Our Website and subject to change from time to time).
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related and necessary to the Service..
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Website** refers to BitInvest, accessible from [www.bitinvest.co.za](http://www.bitinvest.co.za)
- **You** means the individual accessing or using the Service.

## Collecting and Using Your Personal Data

### Types of Data Collected

#### Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You, or which is needed in order to fulfil our Services. Personally, identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Usage Data
- Financial documents
- Bank account and asset statements
- SARS username, login details and related information.
- Any additional information as requested by the Company and provided by the Client.

#### Usage Data

Certain Usage Data is processed automatically when using the Service.

Usage Data may include information such the pages of our website that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data, if so applicable.

#### Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- **To provide and maintain our Service**, including to monitor the usage of our Service.
- **To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data will be used to fulfil our mandate as per the Services listed in the Agreement and on our website.
- **To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonably required.
- **To provide You** with news, special offers and general information about our services which are reasonably necessary to update our Clients and to fulfil our Services.

- **To manage Your requests:** To attend and manage Your requests to Us.
- **For related attendances in order to fulfil our mandate:** We may provide our brokers (who are registered financial services providers) and tax clearance agents with your personal information for the fulfilment of Our mandate, as referred to above.
- **For other purposes:** We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.
- **With Your consent:** We may disclose Your personal information for any other purpose with Your consent.

### **Retention of Your Personal Data**

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

### **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. We also securely store personal information on our cloud services provider once the information has been provided to us by our clients. It means that this information may be transferred to and maintained on computers located outside of Your province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer. An example of such a transfer is the registering an account for You on an international cryptocurrency exchange.

### **Disclosure of Your Personal Data**

#### **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

#### **Law enforcement**

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

**Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

**Security of Your Personal Data**

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

**Changes to this Privacy Policy**

We may update Our Privacy Policy from time to time, by uploading same to our website. Should you wish to view the updated privacy policy from time to time, please visit our website.

You are therefore advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

**Contact Us**

If you have any questions about this Privacy Policy, You can contact us:

- By email: [admin@bitinvest.co.za](mailto:admin@bitinvest.co.za)