CLIENT TERMS AND CONDITIONS

Effective Date: [●]

These Terms and Conditions ("**Terms**") govern your access to and use of the **Alpha Capital Broker Back Office ("BBO")**, an electronic platform operated by **Global Alpha Capital Limited ("Alpha Capital", "we", "us" or "our")** through which clients may access certain brokerage and related services electronically.

By registering for, accessing or using the BBO, you ("**Client", "you" or "your**") acknowledge that you have read, understood and agreed to be bound by these Terms.

These Terms should be read together with Alpha Capital's Client Service Agreement, Account Opening Forms, Privacy Policy, applicable fee schedules, risk disclosures, and all applicable laws, regulations, rules and directives governing securities trading in Tanzania. In the event of inconsistency, the applicable law, regulatory requirements and the Client Service Agreement shall prevail to the extent of the inconsistency.

1. DEFINITIONS

Unless the context requires otherwise:

"Account" means the securities trading, cash, wallet, custody or other account maintained by Alpha Capital on your behalf or otherwise associated with your relationship with Alpha Capital.

"BBO" means Alpha Capital's Broker Back Office system, including its web, mobile, application programming interface ("API"), portal or other electronic interfaces made available to Clients.

"Business Day" means a day on which the relevant financial markets and/or Alpha Capital are open for business.

"Client" means an individual, company, institution or other person duly registered with Alpha Capital and authorised to use the BBO.

"Credentials" means your username, password, PIN, one-time password ("OTP"), authentication token, biometric authentication or other authentication information used to access the BBO.

"Electronic Instruction" means an instruction, order, request, confirmation, approval or other communication submitted through the BBO or an approved electronic channel.

"Order" means an instruction to buy, sell, subscribe for, transfer or otherwise transact in securities or other products or services made available through the BBO.

"Third-Party Service Provider" means a bank, mobile network operator, payment service provider, stock exchange, central securities depository, technology provider or other third party connected to or supporting the BBO.

2. ELIGIBILITY AND REGISTRATION

2.1 Access to the BBO is available only to Clients who have successfully completed Alpha Capital's account-opening, identification, verification, suitability, AML/CFT and other applicable onboarding requirements.

2.2 Alpha Capital may refuse, restrict, suspend or terminate BBO access where required by law, regulation, a regulatory authority, court order, internal risk controls or where Alpha Capital reasonably considers such action necessary to protect the Client, Alpha Capital or the integrity of the market.

2.3 The Client shall provide complete, accurate and current information and shall promptly notify Alpha Capital of any material change in such information.

2.4 Where the Client is a company, institution, trust or other legal person, the Client shall ensure that all persons authorised to use the BBO are duly authorised and that Alpha Capital has received all required mandates and supporting documentation.

2.5 Alpha Capital may require additional verification before activating particular BBO functionalities.

3. ACCEPTANCE OF ELECTRONIC TERMS

3.1 By clicking “Accept”, checking an acceptance box, entering an OTP, using an electronic signature or otherwise accessing or using the BBO after being presented with these Terms, the Client confirms acceptance of these Terms.

3.2 Electronic acceptance shall have the same contractual effect as a written acceptance, to the extent permitted by applicable law.

3.3 The Client acknowledges that records maintained by Alpha Capital concerning registration, authentication, instructions, transactions, communications, system activity and other BBO activities may be retained and used as evidence of the Client’s use of the BBO and submission of Electronic Instructions.

4. NATURE OF THE BBO SERVICE

4.1 The BBO is an electronic access channel through which Alpha Capital may provide Clients with access to brokerage and related services.

4.2 Use of the BBO does not by itself create a new brokerage, investment advisory, portfolio management, custody or other regulated relationship beyond the services for which the Client has separately contracted with Alpha Capital.

4.3 The availability of any particular BBO functionality does not constitute an undertaking by Alpha Capital that such functionality will be available continuously or to every Client.

4.4 Alpha Capital may introduce, modify, suspend or withdraw BBO functionalities from time to time, subject to applicable regulatory requirements and contractual obligations.

5. CLIENT RESPONSIBILITY FOR CREDENTIALS AND ACCESS

5.1 The Client is responsible for maintaining the confidentiality and security of all Credentials.

5.2 The Client shall not:
a) disclose Credentials to another person;
b) permit another person to use the Client’s BBO account;
c) store passwords or authentication information in an insecure manner;
d) circumvent or attempt to circumvent BBO security controls;
e) use the BBO through unauthorised or compromised devices; or
f) permit any person to access the BBO using the Client’s authenticated session without the Client’s knowledge and authorisation.

5.3 The Client acknowledges that instructions submitted following successful authentication may be treated by Alpha Capital as instructions authorised by the Client, subject to applicable law and Alpha Capital’s security and fraud controls.

5.4 The Client must immediately notify Alpha Capital if the Client suspects that Credentials have been lost, stolen, compromised or used without authorisation.

5.5 Alpha Capital may suspend access pending verification where it reasonably suspects unauthorised access, fraud, cyberattack, identity compromise or other security risk.

6. ELECTRONIC ORDERS AND INSTRUCTIONS

6.1 The Client may submit Orders and other Electronic Instructions through the BBO only for services and securities made available by Alpha Capital.

6.2 An Electronic Instruction shall be deemed received by Alpha Capital when it is successfully transmitted to and recorded by Alpha Capital’s relevant system.

6.3 A message appearing on the Client’s device as “submitted”, “received”, “pending” or similar does not necessarily mean that an Order has been accepted by Alpha Capital, transmitted to an exchange or executed.

6.4 An Order shall only be considered executed when Alpha Capital’s systems or an authorised Alpha Capital representative confirms execution.

6.5 Orders may be rejected, cancelled, partially executed or remain unexecuted for reasons including:

a) insufficient funds or securities;
b) incorrect or incomplete information;
c) trading restrictions;
d) market conditions;
e) applicable laws or regulatory requirements;
f) exchange or CSD rules;
g) system or communication failure;
h) risk or compliance controls;
i) suspension of trading;
j) security or fraud concerns; or
k) other circumstances beyond Alpha Capital's reasonable control.

6.6 The Client acknowledges that market orders and other orders may be executed at a price different from the price displayed at the time the Order is submitted.

6.7 The Client shall carefully review all Order details before submitting an Order, including the security, quantity, price, order type, validity and any other applicable parameters.

6.8 Where the BBO permits amendment or cancellation of an Order, such amendment or cancellation shall only be effective if received and processed before execution or before the relevant cut-off time.

6.9 A request to cancel an Order does not guarantee cancellation.

7. ORDER EXECUTION AND MARKET RISK

7.1 The Client acknowledges that securities markets are subject to price fluctuations, liquidity risk, volatility, suspension of trading and other market risks.

7.2 Alpha Capital does not guarantee that any Order will be executed, fully executed, executed at a particular price or executed within a particular period.

7.3 The Client is solely responsible for investment decisions and Orders submitted through the BBO, except to the extent that Alpha Capital has expressly undertaken a discretionary or advisory mandate under a separate agreement.

7.4 The Client acknowledges that information displayed through the BBO, including prices, market data, balances and portfolio values, may change rapidly and may not always represent real-time information.

7.5 Where applicable, Alpha Capital may provide investment information or research through the BBO. Such information shall not, unless expressly stated otherwise, constitute a recommendation, guarantee of performance or assurance of investment outcome.

8. CASH, WALLET AND PAYMENT FUNCTIONS

8.1 The BBO may provide the Client with information concerning cash balances, wallet balances, deposits, withdrawals, transaction values, fees and other financial information.

8.2 Displayed balances may be subject to pending transactions, settlement obligations, reversals, adjustments, charges, taxes or other amounts not yet reflected in the displayed balance.

8.3 Where the BBO permits payment or transfer instructions through a bank, MNO or other payment service provider, such transactions may be subject to the terms, conditions, limits and security procedures of the relevant provider.

8.4 Alpha Capital shall not be responsible for delays, failures, reversals or errors attributable to a Third-Party Service Provider, except to the extent caused by Alpha Capital's own failure to exercise reasonable care or as otherwise required by law.

8.5 The Client shall not use the BBO to transfer, receive or otherwise deal with funds for unlawful purposes.

8.6 Alpha Capital may delay, reject, reverse or suspend a payment or transaction where required by law, regulation, AML/CFT requirements, sanctions controls, court order, regulatory instruction or internal risk controls.

9. PORTFOLIO, HOLDINGS AND ACCOUNT INFORMATION

9.1 The BBO may display information concerning the Client's securities holdings, cash balances, transactions, portfolio valuation and other account information.

9.2 Such information is provided for convenience and may be subject to reconciliation, settlement, corporate actions, adjustments or corrections.

9.3 In the event of any discrepancy, Alpha Capital's official books and records, together with the records of the relevant exchange, CSD, custodian, bank or other authorised institution, shall be used to determine the applicable position, subject to applicable law and the Client's rights of challenge.

9.4 The Client shall promptly notify Alpha Capital of any suspected error or unauthorised transaction.

10. THIRD-PARTY INTEGRATIONS

10.1 The BBO may connect with or rely upon Third-Party Service Providers, including banks, MNOs, payment service providers, the Dar es Salaam Stock Exchange ("DSE"), CSD & Registry Company Limited ("CSDR"), custodians, technology providers and other authorised institutions.

10.2 Such integrations may be necessary for the submission, processing, settlement, reconciliation or confirmation of transactions.

10.3 The Client authorises Alpha Capital, to the extent necessary to provide the BBO services, to exchange relevant information and transaction instructions with such Third-Party Service Providers.

10.4 Third-Party Service Providers may apply their own terms, conditions, fees, transaction limits, security procedures and privacy policies.

10.5 Alpha Capital shall not be responsible for the independent acts, omissions, systems, policies, outages or failures of Third-Party Service Providers except to the extent required by applicable law or arising from Alpha Capital's own breach of its obligations.

10.6 Alpha Capital may change, replace or discontinue a Third-Party Service Provider where reasonably necessary for operational, commercial, regulatory, security or risk-management reasons.

11. SYSTEM AVAILABILITY AND SYSTEM RISKS

11.1 The Client acknowledges that electronic systems are subject to risks including:
a) telecommunications failure;
b) internet interruption;
c) power failure;
d) system malfunction;
e) software or hardware failure;
f) cyberattacks;
g) malware, viruses or other malicious activity;
h) data corruption;
i) latency or transmission delays;
j) exchange, bank, MNO or CSD system failure; and
k) circumstances beyond Alpha Capital's reasonable control.

11.2 Alpha Capital shall take reasonable measures to maintain the availability, integrity and security of the BBO but does not guarantee uninterrupted or error-free operation.

11.3 Where the BBO is unavailable or the Client experiences a technical problem, the Client should use Alpha Capital's designated alternative communication or order-placement channels.

11.4 The Client shall not assume that an Order has been cancelled merely because the BBO displays an error message, disconnects or becomes unavailable.

11.5 The Client should contact Alpha Capital promptly to verify the status of any Order submitted before or during a system disruption.

11.6 Alpha Capital may suspend BBO access for maintenance, upgrades, security reasons, regulatory requirements, disaster recovery or other operational purposes.

12. ALTERNATIVE ORDER CHANNELS

12.1 Alpha Capital may provide alternative channels for submission of Orders where the BBO is unavailable or where Alpha Capital determines that an alternative channel is appropriate.

12.2 The availability and operating hours of alternative channels may be communicated separately by Alpha Capital.

12.3 During a system outage, the Client should not submit duplicate Orders through multiple channels without first verifying the status of the original Order, where reasonably possible, in order to minimise the risk of duplicate execution.

13. FEES, COMMISSIONS, TAXES AND CHARGES

13.1 The Client shall pay all applicable brokerage commissions, transaction fees, statutory charges, taxes, levies, exchange fees, CSD fees, payment charges and other applicable costs.

13.2 Fees may be deducted from the Client's account where permitted under the Client's agreement with Alpha Capital.

13.3 Alpha Capital may change its fees and charges subject to applicable contractual and regulatory requirements.

13.4 Third-Party Service Providers may impose separate charges for services accessed through the BBO.

14. CLIENT DATA AND PRIVACY

14.1 Alpha Capital may collect, process, store and use Client information for purposes including:
a) providing BBO and brokerage services;
b) authenticating and securing the Client's account;
c) processing Orders and transactions;
d) complying with legal and regulatory obligations;
e) conducting AML/CFT, sanctions, fraud and risk checks;
f) maintaining records;
g) reconciling transactions;
h) improving services and systems; and
i) communicating with the Client.

14.2 Alpha Capital may disclose Client information to regulators, exchanges, CSDs, custodians, banks, MNOs, payment service providers, technology providers, professional advisers and other persons where necessary for provision of services or required or permitted by law.

14.3 Alpha Capital shall handle personal data in accordance with applicable data protection laws and its Privacy Policy.

14.4 The Client acknowledges that electronic transactions may involve transmission of information through third-party systems and networks.

14.5 Alpha Capital shall implement reasonable technical and organisational measures appropriate to the risks associated with processing Client information.

15. CLIENT CYBERSECURITY OBLIGATIONS

15.1 The Client is responsible for maintaining appropriate security on devices used to access the BBO.

15.2 The Client shall:
a) use supported and reasonably secure devices and operating systems;
b) maintain current security updates and antivirus protections where appropriate;
c) avoid accessing the BBO through unsecured public devices;
d) avoid sharing devices or access sessions with unauthorised persons;
e) log out after completing a session; and
f) promptly report suspected phishing, fraud, unauthorised access or other security incidents.

15.3 Alpha Capital will never require the Client to disclose a password, PIN or OTP through an unsolicited communication.

16. PROHIBITED USE

The Client shall not:

a) use the BBO for unlawful or fraudulent purposes;
b) attempt to gain unauthorised access to the BBO or another Client's account;
c) interfere with or disrupt the BBO;
d) introduce malicious software;
e) reverse engineer, decompile or otherwise attempt to derive the source code of the BBO except where expressly permitted by law;
f) scrape, copy or commercially exploit BBO data without Alpha Capital's written permission;
g) use automated tools, bots or scripts to access the BBO without Alpha Capital's prior written approval;
h) submit false, misleading or unauthorised instructions; or
i) engage in any activity that may manipulate, disrupt or compromise the integrity of the securities market or the BBO.

17. CORPORATE ACTIONS AND OTHER EVENTS

17.1 Information concerning dividends, rights issues, bonus issues, share splits, offers, distributions and other corporate actions may be displayed through the BBO.

17.2 The Client remains responsible for complying with applicable deadlines and submitting required instructions.

17.3 Alpha Capital shall not be responsible for a Client's failure to act within an applicable deadline where the relevant information or notice was reasonably made available to the Client.

18. STATEMENTS, NOTIFICATIONS AND ELECTRONIC COMMUNICATIONS

18.1 Alpha Capital may communicate with the Client electronically through the BBO, email, SMS, mobile notifications or other approved electronic channels.

18.2 The Client consents to receiving account statements, transaction confirmations, notices, alerts and other communications electronically, subject to applicable law.

18.3 Electronic records maintained by Alpha Capital shall constitute evidence of communications and transactions, subject to the Client's right to challenge an entry or transaction in accordance with applicable law and Alpha Capital's complaint procedures.

19. ACCURACY OF INFORMATION

19.1 The Client shall ensure that all information submitted through the BBO is accurate, complete and current.
19.2 Alpha Capital may rely on information submitted by the Client unless Alpha Capital has reasonable grounds to believe that such information is inaccurate, incomplete, fraudulent or unauthorised.
19.3 The Client shall be responsible for losses arising from materially inaccurate or unauthorised information supplied by the Client, subject to applicable law.

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20. LIMITATION OF LIABILITY

20.1 Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited.

20.2 Subject to applicable law, Alpha Capital shall not be liable for losses arising directly from:
a) market movements or investment losses;
b) failure of an Order to execute;
c) internet, telecommunications, power or other infrastructure failure;
d) delays or failures of Third-Party Service Providers;
e) circumstances beyond Alpha Capital's reasonable control;
f) unauthorised use resulting from the Client's failure to protect Credentials;
g) the Client's use of an unsupported or compromised device; or
h) the Client's failure to follow reasonable security procedures.

20.3 Nothing in these Terms shall relieve Alpha Capital from liability arising from its fraud, wilful misconduct, gross negligence or other liability that cannot lawfully be excluded.

21. INDEMNITY

To the extent permitted by law, the Client shall indemnify Alpha Capital against losses, claims, liabilities, costs or expenses arising from:
a) the Client's breach of these Terms;

b) unauthorised use of the Client's account caused by the Client's negligence or failure to protect Credentials;
c) unlawful use of the BBO by the Client; or
d) fraudulent, misleading or unauthorised instructions submitted by the Client.
This clause shall not apply to the extent that the relevant loss resulted from Alpha Capital's own negligence, fraud, wilful misconduct or breach of applicable law.

22. SUSPENSION AND TERMINATION

22.1 Alpha Capital may suspend or restrict access to the BBO where it reasonably considers this necessary for security, regulatory, operational, risk-management or other legitimate purposes.

22.2 Alpha Capital may terminate the Client's BBO access where:
a) the Client's underlying relationship with Alpha Capital is terminated;
b) the Client breaches these Terms;
c) continued access would breach applicable law or regulatory requirements;
d) fraud, cybercrime or other misconduct is suspected; or
e) Alpha Capital discontinues the BBO.
22.3 Suspension or termination of BBO access shall not automatically terminate the Client's underlying brokerage relationship unless expressly stated.

22.4 Termination shall not affect rights or obligations accrued before termination.

23. COMPLAINTS AND DISPUTE RESOLUTION

23.1 The Client should promptly notify Alpha Capital of any suspected unauthorised transaction, incorrect balance, failed instruction, technical issue or other complaint.

23.2 Complaints shall be handled in accordance with Alpha Capital's applicable complaints-handling procedures and applicable regulatory requirements.

23.3 Nothing in these Terms prevents a Client from exercising any right available under applicable Tanzanian law or from referring a matter to the relevant regulatory or dispute-resolution authority where applicable.

24. REGULATORY COMPLIANCE

24.1 The Client acknowledges that the BBO and transactions conducted through it are subject to applicable Tanzanian laws, regulations, directives, rules and requirements, including those applicable to the capital markets, securities trading, AML/CFT, data protection, electronic transactions and cybercrime.

24.2 The Client agrees to comply with applicable DSE, CSDR and other market rules governing transactions undertaken through the BBO.

24.3 Alpha Capital may take any action reasonably necessary to comply with legal or regulatory requirements, including restricting transactions, requesting additional information, delaying transactions or suspending access.

25. CHANGES TO THESE TERMS

25.1 Alpha Capital may amend these Terms from time to time to reflect changes in law, regulation, technology, services, security requirements or business operations.

25.2 Where appropriate, Alpha Capital shall notify Clients of material amendments through the BBO, email, website or other appropriate communication channel.

25.3 Continued use of the BBO after the effective date of amended Terms shall constitute acceptance of the amended Terms, subject to applicable law.

26. INTELLECTUAL PROPERTY

26.1 All intellectual property rights in the BBO, including software, interfaces, designs, databases, logos, trademarks, content and documentation, belong to Alpha Capital or its licensors.

26.2 The Client receives only a limited, non-exclusive, non-transferable right to use the BBO for authorised purposes.

27. FORCE MAJEURE

Alpha Capital shall not be liable for failure or delay in performing its obligations to the extent caused by circumstances beyond its reasonable control, including natural disasters, war, civil unrest, government action, regulatory intervention, cyberattacks, telecommunications failure, power failure, strikes, market closure, system-wide technology failures or failure of essential Third-Party Service Providers.

28. GOVERNING LAW

These Terms shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania. Any dispute arising from or relating to these Terms shall be dealt with in accordance with the dispute-resolution provisions of the Client Service Agreement and applicable Tanzanian law.

29. SEVERABILITY

If any provision of these Terms is determined to be invalid, unlawful or unenforceable, that provision shall, to the extent possible, be modified or severed without affecting the validity and enforceability of the remaining provisions.

30. ENTIRE AGREEMENT

These Terms form part of the contractual framework governing the Client's use of the BBO and shall be read together with the Client Service Agreement, Account Opening Documentation, applicable risk disclosures, fee schedules, Privacy Policy and other applicable terms issued by Alpha Capital.

31. CLIENT ACKNOWLEDGEMENT AND CONSENT

By selecting **"I Agree"**, the Client confirms that:

1. I have read and understood these Terms and Conditions.
2. I understand that electronic systems may experience delays, interruptions, outages and other technical risks.
3. I understand that submission of an Order does not guarantee its execution.
4. I understand that market prices may change between the time an Order is submitted and the time it is executed.
5. I am responsible for protecting my login credentials, PINs, passwords, OTPs and devices.
6. I will promptly notify Alpha Capital of suspected unauthorised access or transactions.
7. I consent to the electronic processing and transmission of my instructions through the BBO and relevant Third-Party Service Providers as necessary to provide the services.
8. I consent to receiving relevant communications electronically.
9. I understand that my use of the BBO is subject to applicable laws, regulations, exchange rules and Alpha Capital's Client Service Agreement.
10. I agree to be bound by these Terms and Conditions.

☐ **I agree.**