



Cashback Program Trade & Earn With Trive Terms & Conditions

CASHBACK PROGRAM – TERMS & CONDITIONS

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1. INTRODUCTION

- 1.1. This Cashback Program (the “**Program**”) is offered by **Trive South Africa (PTY) Ltd**, duly established and validly existing under the laws of the Republic of South Africa with registration number 2005/011130/07, have the registered address of 4 Karen street, Bryanston, Sandton, Gauteng, 2198, South Africa, regulated and authorized by the Financial Sector Conduct Authority (“**FSCA**”) as a financial service provider under FSP license number 27231 and holder of a Category I and Category II FSP license, and as such is duly authorized to render Advisory and Intermediary Services of a nondiscretionary nature in the various categories and subcategories (“**Trive**”).
- 1.2. The Program is open to all **Client(s)** of Trive but available to those Client(s) accepted to participate in Trive’s absolute discretion. For the purposes of the Terms, the **Client(s)** shall mean all new and existing clients of Trive, who are accepted as a client directly, and not through its introducing brokers or affiliates.
- 1.3. By participating in the Program, the Client acknowledges, confirms, and agrees, to be legally bound by this Cashback Program Terms and Conditions (“**Terms**”) as well as the Client Agreement and all other legal documents available on the official Trive Website, trive.com/afr, as may be applicable and/or amended from time to time.

2. ELIGIBILITY CRITERIA

For the Client to be eligible to participate in the Program, the Client must meet the following criteria:

- a. The Client is at least 18 (eighteen) years of age, or the legal age applied in his country of residence or otherwise is not considered as a "minor" in his country of residence;
- b. The Client fully complies with the Client Agreement and all other applicable legal documents available at Trive Website, as may be amended from time to time, at all times;
- c. The Client has not been previously disqualified from the Program for any reason (*i.e.*, the Client(s) who have been previously disqualified from the Program cannot apply for the same Program, are permanently ineligible for future promotions and programs of similar nature); and
- d. The Client is not engaging or has not been engaged in fraudulent, deceptive, or abusive trading practices, including but not limited to, market manipulation.

3. RESTRICTIONS

The Client hereby acknowledges and agrees to the following restrictions for the purposes of the Program:

- a. Employees or staff members of Trive and Trive group companies, including their family members and relatives, are prohibited from participating in the Program. For the purposes of this Terms, “group companies” means any entities that are, directly or indirectly, under common ultimate beneficial ownership.
- b. The Program is limited to one account per household, IP address and/or person, even if they have multiple accounts.
- c. The Cashback Bonus (as defined under Clause 4) cannot be transferred between trading accounts held with Trive or any of the other Trive group companies.
- d. The Program is offered for Pro-Leverage Accounts only.



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4. CASHBACK BONUS MECHANISM

- 4.1. To be eligible to participate in the Program, the Client shall deposit a minimum amount of USD 250.00 (Two Hundred and Fifty US Dollars) or ZAR 5,000.00 (Five Thousand South African Rand) into a single trading account held by the Client.
- 4.2. Within 5 (Five) business days following the deposit of the minimum required amount specified in paragraph 4.1, the Client shall submit a request to join the Program via live chat on Trive Website, contacting the Trive sales team or sending an email to support_afr@trive.com.
- 4.3. Enrollment in the Program shall be deemed effective only upon written confirmation from Trive. Any trading activity conducted by the Client prior to the receipt of such written confirmation shall not be taken into account, and only the lots traded after such confirmation shall be eligible for the Cashback Bonus.
- 4.4. The Cashback Bonus amount under the Program is USD 1.00 (One US Dollar) for one effective FX or XAUUSD lot (“**Effective Lot**”). For the purposes of the Terms, one “Effective Lot” shall mean one lot traded round turn on Trive International’s Internet Trading Platform.
- 4.5. The maximum Cashback Bonus per Client is capped at USD 5,000.00 (Five Thousand US Dollars) or its equivalent in ZAR, subject to compliance with the criteria and restrictions herein.
- 4.6. To ensure compliance with fair trading practices, Trive reserves the right, in its sole discretion, to exclude from the Cashback Bonus and/or volume calculations, any trades deemed to constitute scalping or involve illegal or abusive trading strategies.
- 4.7. Subject to the Client’s compliance with the terms herein, any Cashback Bonus to which the Client is entitled shall be calculated and credited to the Client’s account within a reasonable time following the end of each calendar month, typically during the first week of the following month. Trive reserves the right to delay or withhold payment of the Cashback Bonus in cases of suspected breach of trading policies, technical issues, or other reasonable grounds.
- 4.8. If no trading activity is recorded in the Client’s account for a continuous period of thirty (30) days, Trive, at its sole discretion, reserves the right to remove the Client from the Program without prior notice.

5. AMENDMENT AND TERMINATION OF PROGRAM

- 5.1. The Program is offered as of June 1, 2025. The Program period commences upon written confirmation from Trive and shall remain active until further notice by Trive, at its sole discretion.
- 5.2. The Client acknowledges that Trive has the right, at its sole discretion deem fit, to alter, amend, suspend, cancel or terminate the Program, or any part or aspect of the Program and/or the Client’s participation in the Program at any time and at its sole and absolute discretion. Under no circumstances shall Trive be liable for any consequences of any alteration, amendment, suspension, cancellation, or termination of the Program.
- 5.3. If Trive, at its sole discretion, determines or has a reason to believe that the Client has, either acting alone or with other persons, attempts or has attempted to abuse or exploit the Program by hedging his/her positions internally or externally, through fund transfers or otherwise, acted in a way which affects the integrity or effective functioning of the system, including but not limited to, illegal trading activity, arbitrage, high-

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frequency scalping, latency exploitation, unauthorized hedging across multiple accounts, coordinated trading activities to manipulate market conditions, any form of deceitful or fraudulent practices, abuse of the system or exploitative trading behavior, the Client shall be in Default.

- 5.4.** In case of Default and/or the Client's breach of the Terms and/or Trive Client Agreement and/or any other legal documents available on Trive website, as may be amended from time to time, Trive may, at its sole discretion, without any prior notice, and without being liable for any consequences, take one or more of the following actions:
- a.** have the Client disqualified from the Program immediately,
 - b.** have the Client's Cashback Bonus and all accrued profits forfeited;
 - c.** to impose stringent penalties, including but not limited to immediate account termination, permanent disqualification from current and all future promotions and programs of similar nature;
 - d.** unilaterally suspend, ban, or permanently restrict the Client from engaging in any future promotions or services offered by Trive.

Nothing in the foregoing shall be construed to limit Trive's right to pursue any legal remedies or rights available under the applicable laws. Trive also reserves its right to report such violations to relevant regulatory authorities and take further legal action if necessary to ensure compliance with applicable laws and regulations, or standards. Trive's decisions and determinations in this regard are final and binding on the Client.

- 5.5.** The Client acknowledges that Trive may unilaterally amend, modify or change any terms of this Terms or any part of it at any time, at its sole discretion, and without prior notice to the Client.

6. MISCELLANEOUS

- 6.1.** The Client represents that he/she has the full right, power, and authority to enter and be bound by the Terms and to perform his/her obligations under the Terms and that they can participate in the Program without any restrictions by any legal and/or regulatory requirements applicable to the jurisdiction of his/her permanent residence.
- 6.2.** The Client agrees and undertakes to indemnify and hold Trive harmless from and against all liabilities, costs, claims, demands, and expenses of any nature whatsoever which Trive suffers and/or incurs as a direct or indirect result of any failure by the Client to perform any of his/her obligations under the Terms.
- 6.3.** Trive shall not be liable to the Client with respect to any subject matter of the Terms under any contract, negligence, tort, strict liability and/or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits, or loss of business) even if Trive have been advised of the possibility of such damages.
- 6.4.** No single or partial exercise of, or failure or delay in exercising any right, power or remedy under the Terms or law by Trive shall constitute a waiver by Trive, or impair any exercise of further exercise of, or any other right, power or remedy arising under the Terms or at law. The headings and titles contained in the Program are included for convenience only and shall not limit or otherwise affect the Terms.
- 6.5.** The rights and remedies provided to Trive under the Program are cumulative and are not exclusive of any rights or remedies provided by law.

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- 6.6. In the event of any dispute or misrepresentation of the Terms, such dispute or misinterpretation shall be resolved in good faith and as Trive shall, at its sole and absolute discretion, deem fit and proper. Trive's decision shall be final and binding.
- 6.7. The Terms are made in English language. Any translated version may be provided for convenience only. In the event of any inconsistency or discrepancy between the original English text and its translation, the English language version shall prevail.
- 6.8. The Client acknowledges that trading CFD's and foreign exchange on margin carries a high level of risk and may not be suitable for all investors. The Client further acknowledges that trading CFD's and foreign exchange on margin involves a high level of risk that can lead to the complete loss of his/her invested funds. Prior to trading CFDs and foreign exchange on margin, the Client should be aware of the risks involved and seek independent advice if necessary.
- 6.9. Unless otherwise expressly modified or supplemented hereby, all terms and conditions of the Client Agreement and all other applicable legal documents available at Trive Website, as may be amended from time to time, shall apply to the Terms as if fully set forth herein.
- 6.10. If any provision of the Terms is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect.
- 6.11. The Terms shall be governed by and construed in accordance with the laws of Republic of South Africa.
- 6.12. The Client should always refer to the legal documents posted on the official Trive Website (<https://www.trive.com/afr/company/legal-documents>) for all information and disclosures about Trive and its activities.

7. PROGRAM STRUCTURE

- 7.1. The Program is offered and administered solely by Trive, acting in its capacity as an authorized financial service provider under South African law. The purpose of the Program is to provide a marketing incentive for eligible Clients based on their trading activity.
- 7.2. For the purposes of the calculation of Effective Lots traded and eligibility for the Cashback Bonus, Trive may use trading data from the Internet Trading Platform operated by Trive International Ltd, the Client's trading counterparty under the Client Agreement ("**Trive International**"). Trive confirms that Trive International provides such data solely for the purpose of verifying the Client's trading activity and has no further involvement in the offer of the Program.
- 7.3. Trive confirms that it has received the necessary cooperation and confirmation from Trive International solely for the purposes of verifying the Client's eligible trading volumes in connection with this Program. Trive acknowledges that it is solely responsible for offering, funding, and administering the Cashback Bonus under this Program.
- 7.4. Nothing in this Terms shall be construed as amending the Client Agreement, nor does it alter the roles and responsibilities of Trive and Trive International as set out therein. The Client acknowledges that all trading activities on the Internet Trading Platform are conducted directly between the Client and Trive International as principals, and that Trive acts only as an intermediary for marketing and payment purposes, as defined in clause 1.14 of the Client Agreement.

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- 7.5.** The Client hereby discloses and agrees that the Program does not constitute financial advice and/or intermediary services under the Financial Advisory and Intermediary Services Act, 37 of 2002 (FAIS Act), and should not be construed as an inducement to trade. Clients remain solely responsible for their own trading decisions and obligations under the Client Agreement.