Terms and Conditions
Orinoco Capital (Pty) Ltd
(FSP Number: 51913)

Revision	**Approved By**
Rev 1. 01.06.2026	**Key Individual**

Company name	Orinoco Capital (Pty) Ltd
Physical address	Workshop 17, Hyde Park Corner, Office 219 & 221 2nd Floor, North Tower, 6th Road, Hyde Park, Johannesburg, 2196
Licence number	51913
Website	www.finorinoco.com

1. Introduction

1.1. Orinoco Capital (Pty) Ltd (hereinafter referred to as 'Orinoco', 'FSP', the 'Company') is a Private Company duly incorporated in accordance with the laws of the Republic of South Africa, bearing registration number 2021/704761/07. The Company is authorised by the Financial Sector Conduct Authority ('FSCA') to operate as a Financial Services Provider ('FSP') with FSP number 51913 under the Financial Advisory and Intermediary Services Act No. 37 of 2002 ('FAIS Act').

1.2. These Terms and Conditions exclusively cover the website and all its related sub-domains or applications (if any) that are registered and operated by Orinoco Capital (Pty) Ltd and provide an overview of the terms governing the Company's intermediary services and set out the rights and obligations that the Company will apply to the Client for the purpose of the applicable Financial Sector Conduct Authority legislation.

1.3. Transparency and the protection of your interests are important to us, and we are committed to providing services in full compliance with the FAIS Act and FICA. By submitting your details, registering an account, and/or using our website, you accept the terms and conditions of this Agreement and consent to the specific intermediary role performed by the FSP. The Company may revise or update these Terms from time to time. The new version of these Terms will be available on the Company's website.

1.4. Relationship Disclosure: the Company acts as a financial intermediary and maintains a strategic relationship with Octa Markets Incorporated (the 'Execution Venue'). By proceeding to open an account with Orinoco, the Client acknowledges and agrees that they are opening a trading account with Octa Markets Incorporated. While Orinoco facilitates onboarding, fund management, and support, the actual execution of trades and the provision of the trading platform are handled by Octa Markets.

1.5. IMPORTANT: these Terms and Conditions are a legally binding agreement between you and the FSP. Please ensure you read and understand them thoroughly before proceeding. If you have questions, please reach out to legal@finorinoco.com.

2. Product Supplier Details

2.1. The Company acts as a financial services intermediary, meaning it helps clients open trading accounts through an online platform, and offers customer support, but does not execute trades. The Company does not act as a market maker, product issuer, or provider of the underlying instruments and operates solely in an intermediary capacity between the Client and Octa Markets Incorporated, a company incorporated in Saint Lucia under registration number 2023-00092 (herein referred to as the 'Execution Venue').

2.2. The Company does not act as the Execution Venue for client trades and does not assume the role of principal or counterparty to any client trades. The Company does not provide discretionary portfolio management, investment advice, or execute trades on behalf of clients.

Company name	Octa Markets Incorporated
Registered office	Ground Floor, Rodney Court Building, Gros-Islet, Saint Lucia PO LC01 401
Office Space	Ground Floor, Rodney Court Building, Gros-Islet, Saint Lucia PO LC01 401
Business registration number	2023-00092
Website	https://www.octatrade.co/
Email	support@octaassist.com

3. Acceptance

3.1. By accessing the website located at https://finorinoco.com/ ('the Website'), registering a profile, or utilising any of our intermediary services, the Client acknowledges that they have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, Risk Disclosure Policy, and Conflict of Interest Policy and all relevant policies published on the Website.

3.2. The Company acts exclusively as a financial intermediary. We facilitate access to financial markets by providing client onboarding, fund management, and support services. We do not act as the principal, market maker, or execution venue for your trades. All trading transactions are executed through Octa Markets Incorporated ('the Execution Venue').

4. Definitions and interpretation

4.1. In these Terms, unless the context requires otherwise:

4.1.1 'Account' means the unique personal account registered by the Client with Orinoco to access the Services.

4.1.2. 'Applicable Law' means the Financial Advisory and Intermediary Services Act 37 of 2002 ('FAIS'), the Financial Intelligence Centre Act 38 of 2001 ('FICA'), the Protection of Personal Information Act 4 of 2013 ('POPIA'), and any other relevant South African legislation.

4.1.3. 'Client' or 'You' means any natural or legal person who accesses the Website, registers an Account, or utilises the Services of the Company.

4.1.4. 'Client Funds' means money deposited by the Client into the Company's Segregated Bank Account for the purpose of trading.

4.1.5. 'Execution Venue' means Octa Markets Incorporated, a company registered in Saint Lucia (Reg. 2023-00092), which acts as the counterparty to all CFD transactions and operates the trading platform.

4.1.6. 'Financial Products' refers to Derivative Instruments, specifically Contracts for Difference (CFDs), as defined under the FAIS Act Category 1.13.

4.1.7. 'Intermediary Services' means the acts performed by Orinoco as an intermediary between the Client and the Execution Venue, including KYC processing, management of funds, and customer support.

4.1.8. 'Website Content' means all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code contained on the Website.

4.1.9. 'Service Provider' means third-party entities engaged by Orinoco.

5. Regulatory status and scope of licence

5.1. FSP Licence: The Company is licenced as a Category I Financial Services Provider (FSP 51913) authorised to render Intermediary Services in respect of Derivative Instruments.

5.2. The Client explicitly acknowledges and agrees that Orinoco Capital acts solely as a financial intermediary. We facilitate the Client's access to the financial markets by handling administrative functions. We do not:

5.2.1. Act as the principal or market maker for your trades.

5.2.2. Determine market prices or spreads.

5.2.3. Execute orders on our own books. All trading transactions are executed through the Execution Venue (Octa Markets), which acts as the principal to the Client's trades.

5.3. The content on this Website is intended to serve as general information and not as an exhaustive treatment of the subjects. Nothing contained on the Website, including market commentary, research, or news, constitutes financial, legal, tax, or investment advice. The Company does not provide personal recommendations regarding the suitability of any financial product for the Client's specific needs. If the Client requires advice, they must consult an independent financial advisor.

5.4. Scope of Intermediary Services

5.4.1 In its capacity as a Category I Financial Services Provider, the Company renders intermediary services only and does not provide advice. The intermediary services rendered by the Company include, without limitation:

5.4.1.1. client onboarding and customer due diligence, including KYC and AML verification

5.4.1.2. facilitation of account opening with the Execution Venue

5.4.1.3. acceptance, holding, and transfer of Client Funds in accordance with Applicable Law

5.4.1.4. transmission of client instructions and information to the Execution Venue

5.4.1.5. provision of administrative support, client communications, and complaint handling

5.4.1.6. ongoing client servicing and regulatory compliance support.

5.4.2. The Company does not provide discretionary management, investment advice, or execution services.

6. Access and use of the website

6.1. Unless indicated in writing by the Company, nothing on this Website shall constitute a binding offer for the sale of any financial product or service. The Website content is an invitation to do business.

6.2. If the Client wishes to use the information displayed on the Website to purchase any service or open a trading account, their request to do so (by submitting a registration form) shall be regarded as an offer by the Client to do business with the Company.

6.3. The Company reserves the right to accept or reject the Client's offer at its sole discretion. A binding agreement is only concluded when the Company confirms the activation of the Client's Account following the successful completion of all compliance checks.

6.4. The Company grants the Client a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website strictly in accordance with these Terms.

6.5. By using the Website, the Client consents to receiving electronic communications from us. The Client agrees that all agreements, notices, disclosures, and other communications that we provide to them electronically satisfy any legal requirement that such communications be in writing.

7. Account registration and security

7.1. To access the Services, the Client must register an Account by providing complete and accurate information. The Client warrants that all information provided is true and current.

7.2. Security Credentials:

7.2.1. The Client is entirely responsible for maintaining the confidentiality of their Account information, including their password and username.

7.2.2. The Client is responsible for any and all activity that occurs under their Account as a result of their failing to keep this information secure and confidential.

7.2.3. The Client agrees to notify the Company immediately of any unauthorised use of their Account or password, or any other breach of security.

7.3. The Company cannot and will not be liable for any loss or damage arising from the Client's failure to comply with these security obligations. The Client may be held liable for losses incurred by the Company or any other user of or visitor to the Website due to someone else using their password or Account as a result of the Client's failing to keep their account information secure.

8. Client identification and FICA compliance

8.1. As an Accountable Institution under FICA, the Company is legally obligated to verify the identity of all Clients before establishing a business relationship.

8.2. The Client agrees to cooperate fully with our onboarding process. We utilise automated third-party identity verification systems to screen and verify the Client's information.

8.3. The Client may be required to submit documentation including, but not limited to:

8.3.1. valid Identity document or passport

8.3.2. proof of residential address

8.3.3. bank account confirmation

8.3.4. biometric verification.

8.4. The Company reserves the right to suspend or terminate the Client's Account and withhold any funds if:

8.4.1. the Client fails to provide the requested documentation

8.4.2. the documentation provided is deemed fraudulent or insufficient

8.4.3. the Client's name appears on any Sanctions or Anti-Money Laundering (AML) watchlists.

9. Client funds and payments

9.1. Segregated Accounts:

9.1.1. The Company accepts Client funds in strict accordance with the FAIS Act.

9.1.2. All funds deposited by the Client are held in Segregated Bank Accounts with registered South African banks. These funds are kept separate from the Company's own operational funds and are protected against the Company's creditors.

9.2. The Client acknowledges and agrees that no interest will be paid to them on funds held in these Segregated Accounts. Any interest earned on such funds may be retained by the Company to offset banking and administrative costs.

9.3. Payment Methods

9.3.1. We utilize authorised payment gateways to facilitate deposits and withdrawals.

9.3.2. The Company does not accept third-party payments. All deposits must originate from a bank account or payment method registered in the Client's own name.

9.4. Withdrawals

9.4.1. Withdrawals will only be processed to a bank account held in the Client's name.

9.4.2. The Company reserves the right to request additional information (such as bank statements) before processing a withdrawal to ensure compliance with AML regulations.

9.4.3. While we endeavour to process withdrawals promptly, we are not liable for delays caused by the banking system or payment service providers.

10. Services and execution venue

10.1. The Client acknowledges that Orinoco does not execute their trades. By opening an Account, the Client is entering into a separate Customer Agreement with the Execution Venue (Octa Markets).

10.2. The Client's trading activities, including order execution policies, margin requirements, leverage settings, and stop-out levels, are governed exclusively by the terms and conditions of the Execution Venue.

10.3. The trading platform is provided by the Execution Venue or its licensors. Orinoco Capital does not guarantee the continuous availability or performance of the trading platform and shall not be liable for any trading losses resulting from technical failures, latency, or connectivity issues.

11. Fees and charges

11.1. All applicable fees, including spreads, swaps, and commissions, are displayed on the trading platform or the Website. It is the Client's responsibility to review these costs before trading.

11.2. The Company is remunerated for its Intermediary Services. This may include a fee paid by the Execution Venue or a portion of the trading costs. Our remuneration model is designed to avoid conflicts of interest. We do not profit from your trading losses.

11.3. The Client is responsible for any bank charges, transfer fees, or currency conversion costs incurred when depositing or withdrawing funds.

12. Risk Disclosure

12.1. Trading in Derivative Instruments (such as CFDs) carries a high level of risk and may not be suitable for all investors. The use of leverage can work against you as well as for you.

12.2. You acknowledge that there is a possibility that you may sustain a loss of some or all of your initial investment. You should not invest money that you cannot afford to lose.

12.3. Past performance of any financial instrument is not necessarily indicative of future performance.

12.4. By using our Services, you confirm that you have read and understood our full Risk Disclosure Policy, available on the Website.

13. Intellectual property rights

13.1. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by South African and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

13.2. The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. The Client must not use such marks without the prior written permission of the Company.

14. Limitation of liability

14.1. To the fullest extent permitted by law, the Website and Services are provided on an 'as is' and 'as available' basis. The Company makes no representations or warranties of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Website.

14.2. In no event will the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website or Services, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

14.3. The Company shall specifically not be liable for:

14.3.1. Any trading losses incurred by the Client.

14.3.2. Any act, omission, or insolvency of the Execution Venue.

14.3.3. Any failure of communication systems, power failures, or internet connection failures.

15. Indemnity

15.1. The Client agrees to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

15.1.1. the Client's violation of these Terms

15.1.2. the Client's use of the Website or Services

15.1.3. any information or material the Client submits or transmits through the Website

15.1.4. the Client's violation of any rights of a third party or Applicable Law.

16. Privacy and data protection

16.1. The Company is committed to protecting the Client's privacy in accordance with POPIA.

16.2. By using the Website, the Client consents to the processing of their Personal Information as described in our Privacy Policy and POPIA Policy.

16.3. The Client explicitly consents to the transfer of their personal data to third-party service providers and the Execution Venue, who may be located in jurisdictions outside of South Africa, for the purposes of facilitating the Client's trading account and verifying their identity.

17. Dispute resolution and complaints

17.1. If the Client has a complaint regarding our Intermediary Services, they should submit it in writing to our Complaints Officer at compliance@finorinoco.com. We will acknowledge receipt and attempt to resolve the matter in accordance with our Complaints Management Policy.

17.2. If a complaint regarding our financial services is not resolved to the Client's satisfaction within 6 weeks after submission, they have the right to refer the matter to the FAIS Ombud:

17.2.1. Website: www.faisombud.co.za

17.2.2. Email: info@faisombud.co.za

17.3. These Terms are governed by the laws of the Republic of South Africa. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).

18. General provisions

18.1. The Company reserves the right to amend these Terms at any time. All changes are effective immediately when we post them on the Website. The Client's continued use of the Website following the posting of revised Terms means that they accept and agree to the changes.

18.2. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

18.3. No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

18.4. These Terms, together with our Privacy Policy, Risk Disclosure Policy, and Conflict of Interest Policy, constitute the sole and entire agreement between you and Orinoco Capital (Pty) Ltd regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

19. Contact information

19.1. This Website is operated by Orinoco Capital (Pty) Ltd.

19.2. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to:

19.2.1. Email: compliance@finorinoco.com.

19.2.2. Registered Address: Workshop 17, Hyde Park Corner, Office 219 & 221 2nd Floor, North Tower, 6th Road, Hyde Park, Johannesburg, 2196.

20. Adoption

As Key Individual of Orinoco Capital (Pty) Ltd, I, Christiaan Lourens Botha, hereby confirm the adoption of these Terms and Conditions.
Date: 1 June 2026