

**AFFILIATE INTRODUCER AGREEMENT between QUICKTRADE (PROPRIETARY) LIMITED ("QT") and the TRADER ("TRADER") granting the TRADER the right to introduce leads and refer potential new Clients to QT for trading on MetaTrader 5 ("MT5") and providing for referral fees payable to Traders for such referrals as part of QT'S Affiliate Program relating to Clients, which Affiliate Agreement is published and accepted on MT5 and the QT Trader & Affiliate Portal and is deemed to have been read by the TRADER and agreed to between QT and the TRADER when a TRADER opens a MT5 Real Trading Account.**

**1 IMPORTANT CONSUMER NOTICE**

- 1.1 This agreement applies to persons who are defined as "consumers" for purposes of the Consumer Protection Act, 2008 ("CPA").
- 1.2 This Agreement contains provisions that appear in bold in similar text and style to this clause 1.1 and which:
  - 1.2.1 may limit the risk or liability of QT; and/or;
  - 1.2.2 may create risk or liability for you; and/or
  - 1.2.3 may compel you to indemnify QT; and/or
  - 1.2.4 may limit any of your rights; and/or
  - 1.2.5 may serve as an acknowledgement of any fact by you; and/or
  - 1.2.6 may illustrate a particular risk associated with CFDs.
- 1.3 By operating a Trading Account with us and/or by using our Trader & Affiliate Portal and trading on MT5, you acknowledge that you have read and appreciated the importance of the provisions of the Affiliate Agreement and the Client Agreement and agree that all of your trading on MT5 and your use of our Trader & Affiliate Portal will be governed by this Affiliate Agreement and the Client Agreement.
- 1.4 Please seek independent professional advice if you do not understand any provisions of this Affiliate Agreement or the Client Agreement. You should not commence trading or use MT5 or our Trader & Affiliate Portal unless you fully understand and accept the provisions of this Affiliate Agreement and the Client Agreement.
- 1.5 Nothing in this Affiliate Agreement or the Client Agreement is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either yourself or QT in terms of the CPA, or any other applicable law.

## 2 DEFINITIONS

### **ARTICLE I. IN THIS AGREEMENT, UNLESS THE CONTEXT INDICATES OTHERWISE THE FOLLOWING TERMS SHALL HAVE THE MEANINGS ASSIGNED TO THEM HEREUNDER AND COGNATE EXPRESSIONS SHALL HAVE A CORRESPONDING MEANING:**

- 2.1 **"Affiliate"** means every Client who concludes the Affiliate Agreement with QT by opening a MT5 Real Trading Account and who remains compliant with the provisions thereof for the purposes as set out in this Affiliate Agreement and for the avoidance of doubt, every Client/Trader shall become an Affiliate under this Agreement when that Trader opens his or her MT5 Real Trading Account;
- 2.2 **"Affiliate Account number"** means a MT5 Real Trading Account number assigned by QT to every Trader in relation to his or her Affiliate Account and which the Trader uses to introduce the Affiliate Program as a hyperlink for potential Clients to QT for the opening of Real Trading Accounts by those potential Clients;
- 2.3 **"Affiliate Agreement" or "Agreement"** means this Affiliate Introducer Agreement herein recorded together with all schedules attached to this Affiliate Agreement from time to time;
- 2.4 **"Affiliate Program"** means the Affiliate offering QT makes available to a Trader as set out in this Affiliate Agreement;
- 2.5 **"Client"** means a person who concluded a Client Agreement with QT, who opened a Real Trading Account with QT and who has been accepted and remains accepted as such by QT for the use of MT5, provided that the Trader shall also be an Affiliate in relation to the person who referred them to QT;
- 2.6 **"Client Agreement"** means the Contracts for Difference Client Terms and Conditions concluded between every Client and QT granting the Client the right to a Real Trading Account on MT5 on the terms and conditions set out therein;
- 2.7 **"Referral fee"** means the amounts due by QT to the Affiliate as referral fees in respect of every trading transaction on an Affiliate's Traders' Trading Accounts which bears QT brokerage in the manner and in the percentage set out below;
- 2.8 **"Confidential Information"** means any data or information of QT and/or any of its Clients (including without limitation, all First Level Traders, Second Level Traders and Third Level Traders) on MT5 or otherwise in whatsoever medium or form whether oral, written or electronic data or information including but not limited to trading activities on MT5, OTC derivatives, research, developments, inventions, processes, plans and financial information and which is not in the public domain and which may include personal information as contemplated in clause 10;

- 2.9 **"Fraudulent Activities"** means without limitation any illegal and/or unauthorized activities or activities in breach of this Affiliate Agreement by the Trader, the Affiliate or the Affiliate's Trader's on MT5 including but not limited to activities intended to defraud, cause damage to or harm or injure QT and/or any other Client in any manner whatsoever regardless of whether or not it actually causes harm to the QT and/or a Client such as but not limited to false or misleading advertisements, misrepresentation, provision of false information, spam, money laundering and illicit deposits by illicit means and theft;
- 2.10 **"Intellectual Property"** means without limitation all intellectual property of and/or relating to or associated with QT or used in relation to MT5 or belonging to its suppliers including but not limited to trademarks, trade names, service and trade names, logos and designs of every description, banners and text links, marketing tools and material and all similar proprietary rights, together with all adaptations, variations, translations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, including without limitation, the Referral Material;
- 2.11 **"MT5"** means the trading platform known as MetaTrader 5, which QT makes available to Clients for trading in OTC derivatives and/or such other financial instruments as QT may from time to time make available on MT5, or such other comparable trading platform as QT may from time to time make available for Clients' trading activities, subject to the Client Agreement and this Affiliate Agreement;
- 2.12 **"OTC derivatives"** means derivative instruments, whether confirmed or not and originated, issued and/or sold by QT as principal or in which QT makes a market on MT5;
- 2.13 **"OTC Derivative Provider"** means a financial services provider who has lodged an application with the Financial Sector Conduct Authority ("**FSCA**") to operate as an authorised over-the-counter derivatives provider in terms of the Financial Markets Act, 2012 ("**FMA**") and who as a regular feature of its business, transacts as principal and who originates, issues or sells OTC derivatives and/or makes a market in OTC derivatives;
- 2.14 **"Privacy Policy"** means the QT Privacy Policy set out at section B of our Website Terms available on the Website;
- 2.15 **"QT brokerage"** means the fees to which QT are entitled on every trading transaction of a Trader as determined by QT from time to time based solely and exclusively on QT's data and calculations, which determination shall be final and binding on a Trader and the Affiliates;
- 2.16 **"Quicktrade"** means Quicktrade (Pty) Ltd, Registration No. 2014/062267/07, a private company with limited liability duly registered and incorporated in terms of the laws of the Republic of South Africa, an Authorised Financial Services Provider with License Number

45262, which has its registered address and principal place of business at 1<sup>st</sup> Floor, Building 13, Woodmead Estate, Woodmead Drive, Woodmead, Sandton, 2191;

- 2.17 **"Referral Material"** means any factual objective information and promotional material and methods on selected social media, in whatsoever form authorized by QT on its Website or the Trader & Affiliate Portal, from time to time which may be used by the Affiliate to exercise the Affiliate's referral right to introduce leads and potential Clients to QT;
- 2.18 **"Regulatory Provisions"** means every legislative provision in operation from time to time regulating the conduct of OTC derivatives providers and/or their associates who, either by law or by agreement render support services to OTC derivatives providers;
- 2.19 **"Trader"** means every person introduced or referred by an Affiliate to QT and who becomes a Client of QT ("**First Level Trader**"), every person referred by a First Level Trader to QT and who becomes a Client of QT ("**Second Level Trader**") and every person referred by a Second Level Trader to QT and who becomes a Client of QT ("**Third Level Trader**") provided that if any First Level Traders, Second Level Traders or Third Level Traders cease to be a Client of QT for any reason whatsoever, the aforesaid ranking of any remaining Traders shall not change (for instance, should a First Level Trader cease to remain a Client, the Second and Third Level Traders' ranking shall not upgrade to First and Second Level Traders but shall remain as before;
- 2.20 **"Trader & Affiliate Portal"** means a cloud based self-service portal accessed via the Website to which the Real Trading Account of the Trader, Affiliate and every one of his or her Traders on MT5 is linked, which reflects the Affiliate's Trading Account/s particulars, names of the Affiliates Traders, trading activities and history of the Affiliate and the Affiliate's Traders and referral fees earned thereon from time to time and to which the Affiliate's other Affiliates have access for verification purposes, and from where the Affiliate may select and launch authorised Referral Material, and other additional functions;
- 2.21 **"Trading Account"** means a Real (as opposed to a demo) Trading Account opened by QT for a Client on MT5 under his or her trading account number for the purpose of trading in OTC derivatives and/or other financial instruments; and

- 2.22 **"Unsolicited and Unauthorized Promotions and Spam"** means any unauthorized, illicit or unsolicited email, letter, announcement, advertisement, message, business card, article, blog or other means (including without limitation, any other electronic communication) published or circulated by the Affiliate by any medium with the purpose to canvas Trader's on any communication platform including but not limited to the mass media, internet forums, social networks, websites, messaging services, newspapers, magazines, chat boards, and other online media and the like (collectively "the **Media**") which contain false or misleading statements, do not identify the source or the originating IP Address from which it was sent or do not provide the recipients with an option to unsubscribe from the receipt of such material;
- 2.23 **"Website"** means <https://www.quicktrade.co.za> or any other URL owned or controlled by QT that connects the public with QT.

### 3 **GRANTING OF REFERRAL RIGHTS AND OBLIGATIONS**

- 3.1 You hereby agree that as a Client of QT, subject to clause 4.2 below, you are automatically an Affiliate of QT from the time you open an MT5 Real Trading Account and conclude this Affiliate Agreement with QT. All Traders who become a Client of QT, will also, subject to clause 4.2 below, automatically become an Affiliate of QT in terms of this Affiliate Agreement.
- 3.2 You hereby acknowledge and agree that as an Affiliate, you will have access to certain personal information and you undertake to treat such personal information strictly in accordance with clause 10 of this Agreement and the Privacy Policy.
- 3.3 QT herewith grants to the Affiliate a non-exclusive, non-transferable or assignable, non-sublicensable limited right to refer prospective Clients to QT ("**referral right**") and in return earn referral fees for the Trader's, subject to the terms and conditions set out below.
- 3.4 This Affiliate Agreement, and accordingly the referral right granted above comes into operation as soon as the Trader opens a Real Trading Account and shall terminate as soon as the Trader ceases to be a Client or is terminated earlier by QT in terms of this Affiliate Agreement.
- 3.5 **The Affiliate contracts with QT in this Affiliate Agreement on a principal-to-principal basis, meaning that the Affiliate shall under no circumstances whatsoever be or become an employee, representative, agent, partner, independent contractor, party to a joint-venture, associate or like relationship of or with QT (collectively "representative") and the Affiliate shall in the execution of this referral right not represent himself or herself to potential Clients of QT as a representative of any kind.**
- 3.6 Every Trader referred by the Affiliate to QT in the prescribed manner shall become the Client of QT who shall be the sole and exclusive owner of *inter alia* the database of names

and contact information of all Traders & Affiliates, and apart from the privileges granted to the Affiliate in this Affiliate Agreement he or she shall have no contractual or other relationship with the Trader's in relation to the provision of trading or other facilities made available by QT to Traders and Affiliates on MT5 and the Trader & Affiliate Portal, and shall not be entitled to any compensation for referring a Trader to QT other than the referral fees as set out below.

- 3.7 The Affiliate shall refer a potential Client to QT by providing the potential Client with the Affiliate's Demo or Real Affiliate URL assigned by QT to every Affiliate in relation to his or her Affiliate Account, which shall serve as a hyperlink to QT's website URL where the potential Client shall be directed as to how to apply for the opening of a Real Trading Account.
- 3.8 The Affiliate shall, if it so elects, communicate his or her referral right to potential Clients in terms of this Affiliate Agreement only by using the Referral Material provided in the Trader & Affiliate Portal.
- 3.9 The Affiliate shall in communicating his referral right to potential Clients, comply with all laws applicable to communicating with third parties, including in respect of unsolicited communication and not make a nuisance of himself or herself or harass or infringe the privacy of potential Clients.
- 3.10 The Affiliate may not offer to potential Clients, Traders and Affiliates any services which are the same or similar to the trading services rendered by QT to Clients or assist or render any advice to them in their trading activities on MT5.
- 3.11 The Affiliate shall under no circumstance:
  - 3.11.1 undertake any active or conscious selling activities in respect of OTC Derivatives or any other financial products as defined in the Financial Advisory and Intermediary Services Act, 2002 ("**financial products**") and shall limit his or her engagement with potential Clients to merely communicating the Affiliate's referral right to the potential Clients in terms of the Referral Material and shall merely introduce potential Clients or refer leads in respect of potential Clients to QT on a pure "introduction-only" basis;
  - 3.11.2 present or introduce himself to a potential client or Clients for any purpose whatsoever as a representative of QT or use the QT name, address or trademarks (such as the logo) in such presentation or introduction, either orally or in writing and whether digitally or otherwise, and only describe himself as an Affiliate and a Trader of QT;
  - 3.11.3 open any Real or Demo Trading Accounts on behalf of potential clients, or do any of the a foregoing in the names of non-existent persons or using identity theft to do so;

- 3.11.4 have any authority to bind QT in any way, or presume to accept or assume any responsibility or obligation for or on behalf of QT;
- 3.11.5 make any representation or statement or warranty concerning QT except as authorised in this Agreement or as may appear on the QT website or the Trader & Affiliate Portal;
- 3.11.6 make any misrepresentations regarding QT, its services and licenses;
- 3.11.7 accept or hold any Client money, being funds Clients deposit with QT in trust as Margin for their trading activities on MT5;
- 3.11.8 provide investment or trading advice with respect to the services and the products offered by QT or any other OTC derivatives or financial products whatsoever;
- 3.11.9 communicate his or her referral right otherwise than as authorized in this Affiliate Agreement, or to render any service or advice to potential clients or Clients through any advertisement, announcement, letter, email, business card, website, article or blog on any Media;
- 3.11.10 charge any potential client or Client a referral or assistance fee or any other compensation in whatsoever form to refer the potential client to QT, or to assist the potential client to open a Trading Account, or to assist or render a service to the potential client (when accepted as a Client) with any advice regarding trading on MT5, the Affiliate acknowledging that only registered Financial Services Providers who hold a licence under the Financial Advisory and Intermediary Services Act, 2002 may render any financial advice or intermediary services to clients, including trading advice;
- 3.11.11 furnish the potential client with information in relation to QT and its products other than the Referral Material and objective factual information appearing on the QT Website or the Trader & Affiliate Portal;
- 3.11.12 damage, harm or injure or attempt to damage, harm or injure the positive business reputation and good name of QT, illegally and/or without good cause in the Media or otherwise;
- 3.11.13 commit or publish or participate in any Fraudulent Activities in relation to QT, potential Clients, Traders and Affiliates; or
- 3.11.14 commit, publish or participate in any Unsolicited and Unauthorized Promotions and/or Spam.

#### **4 QT'S RIGHTS AND OBLIGATIONS**

4.1 QT shall:

- 4.1.1 provide the Affiliate with all the necessary assistance to fulfil the Affiliate's referral right;

- 4.1.2 pay referral fees under the conditions of this Affiliate Agreement;
- 4.1.3 provide all potential Clients referred by the Affiliate and who qualify to become Clients with Real Trading Accounts and render the full range of its services as stated in the Client Agreement upon successful opening of the Real Trading Account.
- 4.2 **Despite any other provision in this Affiliate Agreement or the Client Agreement, QT is under no obligation to make this Affiliate Program available to Clients which is a means by which QT voluntarily compensates Clients for their referrals / introductions. QT is accordingly entitled at its sole and absolute discretion to make changes to the Affiliate Program from time to time, including the percentages of referral fees or for that matter to terminate the Affiliate Program at any time, provided that it shall do so by at least 5 (five) days' notice to the Clients. Save for referral fees earned prior to such change or termination the Affiliate shall have no claim of whatsoever nature against QT should it change or terminate the Affiliate Program and, if the Affiliate objects thereto the only remedy shall be to close his or her Trading Account with QT.**
- 4.3 **QT shall not be liable for any loss or damages arising from the Affiliates failure, whether deliberately, negligently or otherwise to act in accordance with the provisions of this Affiliate Agreement.**
- 4.4 QT reserves the right and shall be entitled to:
- 4.4.1 perform control over the Affiliates activities under the provisions of this Affiliate Agreement;
- 4.4.2 require the Affiliate to provide information in a written form setting out its lead referral and introductory activities relating to his referral right and/or provide any other information as requested to enable QT to monitor and review the Affiliates' activities for any deviations from the Affiliates' obligations under this Affiliate Agreement;
- 4.4.3 inform the Traders referred to and registered under the Affiliate that they are Traders of the Affiliate and that the Affiliate will receive referral fees in accordance with this Affiliate Agreement on their trades on MT5 and may verify such referral fees on the Trader & Affiliate Portal;
- 4.4.4 terminate referral fees to the Affiliate as and when the Affiliate Agreement and Client Agreement is cancelled, and the Affiliate's Trading Account is closed for any reason whatsoever.

## 5 REFERRAL FEE

- 5.1 The Affiliate shall be entitled for a maximum period of 36 (thirty six months) from the date their Trader is registered as such to a referral fee on every trading transaction by that

Affiliate's Traders on that Trader's Real Trading Accounts calculated on the QT brokerage in excess of R60.00 (thirty Rand) on any such trading transaction equal to 6% (six per centum) of such QT brokerage on all trading transactions of their First Level Traders, 5% (five per centum) of such QT brokerage on all trading transactions of their Second Level Traders and 4% (four per centum) of such QT brokerage on all trading transactions of their Third Level Traders.

- 5.2 QT shall record the trading activities as well as the referral fees due to the Affiliate on the Trader & Affiliate Portal, which information shall also be available to the Affiliate for verification purposes, to which access the Affiliate consents, acknowledging that some of his personal information will be reflected on the Trader & Affiliate Portal, provided that if the Affiliate objects to such disclosure the only remedy shall be to close his or her Trading Account.
- 5.3 QT shall settle any referral fees due to the Affiliate by crediting the amount thereof to the appropriate Affiliate Trading Account of the Affiliate. QT will affect actual payment of referral fees to the Affiliate when the Affiliate submits a withdrawal request on the Trader & Affiliate Portal.
- 5.4 The Affiliate shall bear responsibility to comply with any tax laws that apply to the referral fees as income received, provided that QT shall be obliged when so instructed to provide referral fee information to the relevant taxation authority.

## **6 BREACH OF CONTRACT**

- 6.1 Should the Affiliate breach or otherwise be in default of any of his undertakings and obligations under or in terms of this Affiliate Agreement or the Client Agreement and remain in default or fail to remedy such a breach within 5 (five) days of receipt of written notice calling upon the Affiliate to do so, QT shall be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it to cancel this Affiliate Agreement and the Client Agreement forthwith, with or without claiming damages, and close the Affiliate's Trading Account and suspend access to MT5 and the Trader & Affiliate Portal; or claim specific performance.
- 6.2 In the event of QT instituting any legal proceedings against the Affiliate in relation to or flowing from this Affiliate Agreement the Affiliate shall, if any cost order is granted against him, be obliged to pay QT's costs on the attorney and own client scale.

## **7 HOLDOVER FOR NON-COMPLIANCE**

Despite any other provision to the contrary contained in this Affiliate Agreement, QT may, at its sole and exclusive discretion pending an investigation into the undermentioned activities and pending a decision to cancel or terminate the Client Agreement, this Affiliate Agreement or the Affiliate's Trading Account, suspend the Affiliate's Trading Account, any trading thereon and

the registration of Traders on the Affiliate's Account and withhold, delay or deny settlement of any referral fee if QT has reason to believe, in its sole and absolute discretion that any of the activities in relation to trading on MT5 or in relation to the Affiliate in communicating with potential Clients for introducing and referral purposes to QT, are not in compliance with any applicable law or the Regulating Provisions, or constitute Fraudulent Activities or Unsolicited, Unauthorised and/or Spam Promotion or otherwise in breach of the provisions of this Affiliate Agreement, and the Affiliate hereby irrevocably waives any claim or demand in respect of such action taken by QT.

## **8 LIMITATION OF LIABILITY**

**8.1 QT shall under no circumstances be liable to the Trader or any Affiliate for any loss, damages or injury of whatsoever nature and howsoever arising, including but not limited to loss of profit, income, referral fees or other consequential or special damages due to but not limited to the loss of data or information, the temporary or permanent failure, disruption, or malfunctioning of any software, hardware, communication facilities, the trading system, the Trader & Affiliate Portal and systems of or on the QT website or MT5.**

**8.2 QT accordingly does not, to the fullest extent permitted under the law warrant or guarantee, directly, indirectly or by implication the fitness, merchantability or other wise of the Affiliate Program in its entirety or its security, and in particular that it is not accessible by hackers, viruses and other security risks and threats.**

## **9 FORCE MAJEURE**

**9.1** Should QT be prevented from fulfilling any of its obligations to the Affiliate in terms of this Affiliate Agreement as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as QT is so prevented from fulfilling them, provided that in the event of the force majeure event continues for more than thirty days after it has first occurred then QT shall be entitled (but not obliged) to terminate the Affiliate Agreement by notice to the Affiliate.

**9.2** An "event of *force majeure*" means any event or circumstance whatsoever which is not within the reasonable control of QT including, without limitation, vis major, casus fortuitus, any act of God, fire, inclement or unusual weather, earthquake and other natural disasters, war or other military operations, blockades, unauthorised labour action such but not limited to strikes, government regulations hacking of MT5 or QT's Website and systems associated therewith, theft, the downtime of any external telecommunications line, power failure, international restrictions, any requirement of any government or other competent local authority, any court order or export control and other extraordinary and unavoidable circumstances beyond QT's control.

9.3 **The Affiliate shall not be entitled and waive any claim to hold QT liable for any loss or damages resulting, directly or indirectly from an force majeure event/s, whether it results in full or partial failure to fulfil its obligations.**

## 10 **CONSENT FOR PROCESSING OF PERSONAL INFORMATION**

10.1 The provisions of this clause 10 are subject to the Privacy Policy.

10.2 The Affiliate acknowledges that QT by automated and non-automated means, digitally and in other formats and recording files including electronic network/s or in terminal equipment, including MT5 records, collects, retains, organize, collate, store, update or modify and, in the limited respects set out below disseminates and further processes personal information and data of the Affiliate to parties related to and/or associated with the Affiliate and/or QT in rendering services to QT in the fulfilment of its contractual obligations unto the Affiliate (collectively "**process**" or "**processing**"), and in particular personal information provided by the Affiliate when opening his Trading Account or updating such information or in the course of his contractual relationship with QT and/or generated by the Traders trading or operational activities on his Trading Account and/or personal information in the public domain including but not limited to his full names, identity number, gender, marital status, nationality, age, language, financial position, physical address, contact particulars such as telephone/cellular number/s and email address, banking particulars (collectively "**personal information**") for purposes of (1) carrying out actions for the conclusion or performance of his Client Agreement, this Affiliate Agreement and any other agreement the Affiliate may in future conclude with QT relating to his trading on MT5 (2) the reasonable requirements of QT relating to its functions or activities in relation to the Affiliate (3) accounting, accountability and proof (4) security in relation to the Affiliates personal information or financial position (5) compliance with any obligation imposed by law, the legitimate interests of the Affiliate and/or QT (collectively "**legitimate purposes**") and then only for so long as it may be necessary to give effect to the legitimate purposes.

10.3 QT may disseminate personal information to the extent it is already in the public domain and/or in compliance with an obligation imposed by law or for the conduct of proceedings in any court or tribunal commenced or reasonably contemplated, or as otherwise authorized by law, or with the consent of the Affiliate but in any event for purposes of executing its contractual obligations unto the Affiliate (which includes dissemination to QT's employees, directors, agents, other group companies and suppliers in relation to the services rendered by it to the Affiliate on a need to know basis and with QT's knowledge and authorization and under proper security measures, and for purposes of calculation, verification and accounting to Affiliates of the referral fees payable to them in terms of this Affiliate Agreement.

10.4 The Affiliate accordingly herewith consents, which consent is voluntary, specific and informed that QT may process his personal information for the legitimate purposes and

only for such periods as are strictly necessary for the aforesaid purposes, as QT in its discretion deems necessary.

- 10.5 QT shall use its best endeavours to ensure that the personal information is complete, accurate, not misleading and updated and secure, maintain the integrity thereof (prevention of loss, damage to or unauthorized destruction or unlawful access to or processing) and kept confidential unless disseminated in terms hereof, and notify the Affiliate when the security of his private information has been compromised, lost or destroyed.
- 10.6 The Affiliate shall be entitled on reasonable request at reasonable costs to inspect, object to and request to correct or delete personal information, or request the identities of persons to whom his personal information has been disclosed and the extent thereof, and to withdraw his consent set out above, provided that the processing of personal information prior to such withdrawal shall remain authorized.

## 11 **CONFIDENTIALITY**

- 11.1 The Affiliate agrees and undertakes not to disclose any Confidential information of QT and/or any Trader to any third party not entitled thereto in the ordinary course without the prior written consent of QT, the onus resting on the Affiliate to prove that it obtained such prior consent, unless disclosure is obligated by any law or court order.
- 11.2 The Confidential Information shall not include information generally available in the public domain or what was lawfully received by the Affiliate other than from QT or a Trader.

## 12 **INTELLECTUAL PROPERTY**

- 12.1 Save as expressly otherwise stated in the Agreement, all rights, title and interest in and to Intellectual Property shall be and remain the sole property of QT or its suppliers.
- 12.2 The Affiliate shall not be entitled to reproduce, distribute, disseminate, sell, publish, broadcast or copy the Intellectual Property in any way whatsoever save as authorized by QT in this Affiliate Agreement.
- 12.3 The Affiliate undertakes that he shall not at any time in any way question or dispute the ownership of the intellectual Property, perform any act that would injure the reputation or goodwill attaching to the Intellectual Property, infringe or prejudice such rights and at all times abide by all laws applicable to the Intellectual Property.

## 13 **GENERAL PROVISIONS**

QT and the Affiliate acknowledge and agree that:-

- 13.1 This Affiliate Agreement and the Client Agreement constitute and contain the entire agreement between them regarding the matters therein dealt with, and no provisions,

terms, conditions, stipulations, warranties or representations of whatsoever have been agreed to or made by any of the parties or on their behalf except as are recorded herein.

- 13.2 No relaxation, extension of time, indulgence or leniency of time, which QT may show to the Affiliate shall in any way constitute a waiver by QT of any of its rights under the Agreement, and QT shall not thereby be prejudiced or stopped from exercising any of its rights against the Affiliate which may by then already have arisen or which may arise thereafter.
- 13.3 Save as otherwise provided for in this Affiliate Agreement no alteration, variation, amendment or purported consensual cancellation of the Affiliate Agreement or this clause, or any waiver thereof shall be of any force or effect unless.
- 13.4 The rights and/or obligations of the Affiliate in terms of the Agreement may not be ceded or assigned to any third party without the QT's prior written consent.
- 13.5 This Affiliate Agreement and all matters and disputes arising there from or incidental thereto shall be governed by and be construed in accordance with the laws of the Republic of South Africa.
- 13.6 QT and the Affiliate, in terms of the provisions of Section 45 of the Magistrate Court Act, No 32 of 1944, as amended, consent to the non-exclusive jurisdiction of the Magistrates Court in relation to any action or proceeding otherwise beyond the jurisdiction, provided that the QT in its sole and absolute discretion may institute any such action or proceeding in a division of the High Court of South Africa having jurisdiction.
- 13.7 If a court or other competent authority having jurisdiction finds that any term or condition of this Affiliate Agreement is unenforceable, illegal, void or contrary to public policy, such term or condition shall have no effect whatsoever upon the binding force or effectiveness of the remainder of this Affiliate Agreement.
- 13.8 The Affiliate and QT choose as their respective *domicilia citandi et executandi* ("**domicilium**") their physical addresses appointed in the Client Agreement for all purposes arising out of or in connection with this Affiliate Agreement.
- 13.9 All notices by a party to another party ("**addressee**") shall be in writing and shall be submitted either on the messaging system on MT5, by posting on the QT Website, by email provided that if the addressee is QT it acknowledges receipt thereof, or by prepaid registered mail to the addressee's domicilium.
- 13.10 The Affiliate acknowledges that QT tapes and records telephone calls made or received by QT to or from the Affiliate, who agrees to such recordings and the use thereof for evidential purposes.
- 13.11 In the event that this Affiliate Agreement does not regulate any particular unforeseen situation or circumstance, the parties agree that QT will resolve and determine the matter

on a good faith and fairness basis, provided that where such determination can be made on a basis consistent with market practice, QT will employ the latter basis in making its determination, which determination will be final and binding on all the parties and Affiliates concerned.

#### 14 **INTERPRETATION**

In the Affiliate Agreement:

- 14.1 A reference to a natural persons or person shall include a juristic person, other bodies corporate, other legal personae, associations, partnerships, trusts and other business entities, and vice versa;
- 14.2 A reference to the singular shall include the plural and vice versa;
- 14.3 Any word or expression importing the masculine gender shall include the feminine, the neuter, and vice versa;
- 14.4 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation thereof shall not apply;
- 14.5 If any definition in this Affiliate Agreement confers rights or imposes obligations on any party, such provisions shall be given effect to as if it is a substantive provision in the body of this Affiliate Agreement;
- 14.6 The expiration or termination of this Affiliate Agreement shall not affect such of the provisions thereof as expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.