



QUICKTRADE
— START TRADING TODAY —

First Floor, Building 13, Woodmead Estate,
Woodmead Drive, Woodmead, Sandton, 2191

Postnet Suite 31, Private Bag X81, Halfway House, 1685

T +27 (0)11 315 1000 E hello@quicktrade.co.za
www.quicktrade.co.za

AFFILIATE INTRODUCER AGREEMENT

between QUICKTRADE (PROPRIETARY) LIMITED ("QT") and you, ("you" or "Affiliate") granting you 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 you for such referrals as part of QT's Affiliate Program relating to Clients, which Affiliate Agreement is published and accepted by you on MT5 and the QT Trader & Affiliate Portal and which you are deemed to have read and agreed to when you open an MT5 Real Trading Account.



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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

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 you, being a Client of QT, who concludes the Affiliate Agreement with QT by opening an 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, you and your Traders will become Affiliates under this Agreement automatically when you or your Traders open your MT5 real Trading Account;
- 2.2 **"Affiliate Account number"** means an MT5 trading account number assigned to you by QT in relation to your Account and which Affiliate Account number you may use to introduce the Affiliate Program as a hyperlink to potential Clients for 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 you as set out in this Affiliate Agreement;
- 2.5 **"Client"** means a person who concludes a Client Agreement with QT, who opens a real Trading Account with QT and who has been accepted and remains accepted as such by QT for the use of MT5, and every Client will also be an Affiliate of QT in terms of this Agreement;
- 2.6 **"Client Agreement"** means the Contracts for Difference Client Terms and Conditions published on the Website and concluded between every Client and QT granting the Client the right to open a real Trading Account on MT5 on the terms and conditions set out therein;
- 2.7 **"Confidential Information"** means any data or information of QT and/or any of its Clients (including without limitation, your Traders, 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, including data or information regarding 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;
- 2.8 **"Fraudulent Activities"** means without limitation any illegal and/or unauthorized activities or activities in breach of this Affiliate Agreement by you or your Traders 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 QT and/or a Client, including but not limited to, false or misleading advertisements, misrepresentation, provision of false information, spam, money laundering and illicit deposits by illicit means and theft;



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- 2.9 "**Intellectual Property**" means without limitation all the intellectual property of and/or relating to or associated with QT or used in relation to MT5 or belonging to QT's 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;
- 2.10 "**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;
- 2.11 "**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;
- 2.12 "**OTC Derivative Provider**" or "**ODP**" 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;
- 2.13 "**Privacy Policy**" means the QT Privacy Policy set out at section B of our Website Terms available on the Website;
- 2.14 "**QT brokerage**" means the fees to which QT is entitled on every trading transaction concluded by your Traders on your Traders' Trading Accounts as determined by QT from time to time based solely and exclusively on QT's data and calculations, which determination will be final and binding on you and your Traders;
- 2.15 "**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 in terms of the Financial Advisory and Intermediary Services Act, 2002 with FSP License Number 45262, which has its registered address and principal place of business at 1st Floor, Building 13, Woodmead Estate, 1 Woodmead Drive, Woodmead, 2191;
- 2.16 "**referral fee**" means the amounts due to you in your capacity as an Affiliate, payable by QT as referral fees in respect of every trading transaction concluded by your Traders on your Traders' Trading Accounts which earns QT brokerage in the manner and in the percentage set out below;



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- 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 you, the Affiliate, to exercise your 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**" or "**your Trader**" means every person introduced or referred by you 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 of your remaining Traders will not change (for instance, should a First Level Trader cease to remain a Client, the Second and Third Level Traders' ranking will not upgrade to First and Second Level Traders but will remain as before);
- 2.20 "**Trader & Affiliate Portal**" means a cloud based self-service portal accessed via the Website to which your real Trading Account and the Trading Account of each one of your Traders on MT5 is linked, which reflects your Trading Account particulars, names of your Traders, your trading activities and trading history and the trading activities and trading history of your Traders and the referral fees earned by you from time to time and to which the Affiliate who may have referred you to QT in terms of this Affiliate Agreement, has access for verification purposes, and from where you 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 Traders, potential Clients and other persons 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; and

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 also automatically an Affiliate of QT from the time you open an MT5 real Trading Account and conclude this Affiliate Agreement with QT. All your 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 regarding your Traders and you undertake to treat the personal information of your Traders strictly in accordance with clause 10 of this Agreement and the Privacy Policy.

3.3 QT hereby grants you 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 every person who becomes a Client of QT, 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 you open a real Trading Account and will terminate as soon as you cease to be a Client or if your Trading Account is terminated earlier by QT in terms of this Affiliate Agreement or the Client Agreement.

3.5 **You contract with QT in terms of this Affiliate Agreement on a principal-to-principal basis, meaning that you will 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 you will in the execution of this referral right not represent yourself to potential Clients of QT as a representative of any kind.**

3.6 Every Trader you refer to QT in the prescribed manner will become the Client of QT who will be the sole and exclusive owner of *inter alia* the database of your names and contact information and the names and contact information of all your Traders, and apart from the privileges granted to you in this Affiliate Agreement, you will have no contractual or other relationship with your Traders in relation to the provision of trading or other facilities made available by QT to Traders on MT5 and the Trader & Affiliate Portal, and you will not be entitled to any compensation for referring a Trader to QT other than the referral fees as set out below.

3.7 You must refer a potential Client to QT by providing the potential Client with your Trader Demo or Real Affiliate URL assigned by QT to every Affiliate in relation to your Affiliate Account number, which will serve as a hyperlink to QT's Website URL where the potential Client will be directed as to how to apply for the opening of a real Trading Account.



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- 3.8 You may, if you so elect, communicate to third parties that you have a right to refer potential Clients in terms of this Affiliate Agreement, provided that you use only the Referral Material provided in the Trader & Affiliate Portal.
- 3.9 You must, when communicating your referral right to potential Clients, comply with all laws applicable to communicating with third parties, including in respect of unsolicited communication and you must not make a nuisance of yourself or harass or infringe the privacy of potential Clients.
- 3.10 You must not offer to potential Clients, Traders or other 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 You must under no circumstances:
- 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 must limit your engagement with potential Clients to merely communicating your referral right to the potential Clients using only the Referral Material and you must 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 yourself 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 yourself as a Client and Affiliate of QT, or a Trader of QT;
 - 3.11.3 open any Real or Demo Trading Accounts on behalf of potential clients, or do any of the 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 business, 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;



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- 3.11.9 communicate your referral right otherwise than as authorized in this Affiliate Agreement, or render any service or advice to Clients or potential Clients through any advertisement, announcement, letter, email, business card, website, article, blog or statement on any Media;
- 3.11.10 charge any Client or potential Client a referral or assistance fee or offer 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 (once accepted as a Client) with any advice regarding trading on MT5, you hereby acknowledge 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 any 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 any Media or otherwise;
- 3.11.13 commit or publish or participate in any Fraudulent Activities in relation to QT, potential Clients, Traders and other 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 will:
 - 4.1.1 provide you, the Affiliate, with all the necessary assistance to fulfil your referral right;
 - 4.1.2 pay you referral fees under the conditions of this Affiliate Agreement; and
 - 4.1.3 provide all potential Clients referred by you 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, the Affiliate Program being 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 payable from time to time, and QT may terminate the Affiliate Program at any time, provided that it will do so by at least 5 (five) days notice to Clients. Save for referral fees earned prior to such change or termination, you will have no claim of**



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whatsoever nature against QT should QT change or terminate the Affiliate Program and, if you object thereto your only remedy will be to close your Trading Account with QT.

4.3 QT will not be liable for any loss or damages arising from your failure, whether deliberately, negligently or otherwise to act in accordance with the provisions of this Affiliate Agreement.

4.4 QT reserves the right and will be entitled to:

4.4.1 perform control over your trading and referral activities in terms of the provisions of this Affiliate Agreement;

4.4.2 require that you provide information in a written form setting out your lead referral and introducer activities relating to your referral right and/or provide any other information as requested to enable QT to monitor and review your activities for any deviations from your obligations under this Affiliate Agreement;

4.4.3 inform your Traders referred to and registered under your Affiliate Account number that they are Traders linked to you as the Affiliate and inform your Traders that you will receive referral fees in accordance with this Affiliate Agreement on their trades on MT5 and that you may verify such referral fees on the Trader & Affiliate Portal; and

4.4.4 terminate payment of referral fees as and when the Affiliate Agreement and Client Agreement is cancelled, or when your Trading Account is closed for any reason whatsoever.

5 REFERRAL FEE

5.1 You will be entitled, for a maximum period of 36 (thirty six months) from the date your Trader is first registered as such, to a referral fee on every trading transaction by your Traders on those Traders' real Trading Accounts, calculated on the QT brokerage in excess of R30.00 (thirty Rand) on any such trading transaction equal to 6% (six per centum) of such QT brokerage on all trading transactions of your First Level Traders, 5% (five per centum) of such QT brokerage on all trading transactions of your Second Level Traders and 4% (four per centum) of such QT brokerage on all trading transactions of your Third Level Traders.

5.2 QT will record your trading activities and the trading activities of your Traders, as well as the referral fees due to you on the Trader & Affiliate Portal, which information will also be available to you, to QT and to any Affiliate who may have referred you to QT, for verification purposes, and to which access you consent, acknowledging that some of your personal information will be reflected on the Trader & Affiliate Portal, provided that if you object to such disclosure the only remedy will be to close your Trading Account.



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- 5.3 QT will settle any referral fees due to you by crediting the amount thereof to your Trading Account. QT will affect actual payment of referral fees to you when you submit a withdrawal request on the Trader & Affiliate Portal.
- 5.4 You bear responsibility to comply with any tax laws that apply to the referral fees as income received, provided that QT is obliged when so instructed to provide referral fee information to the relevant taxation authority.

6 BREACH OF CONTRACT

- 6.1 Should you breach or otherwise be in default of any of your 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 you to do so, QT will 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 your 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 you in relation to or flowing from this Affiliate Agreement you will, if any cost order is granted against you, 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 absolute discretion pending an investigation into the undermentioned activities and pending a decision to cancel or terminate the Client Agreement, this Affiliate Agreement or your Trading Account, suspend your Trading Account, any trading thereon and the registration of Traders on your Affiliate Account number 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 your communication 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 you hereby irrevocably waive any claim or demand in respect of such action taken by QT.**

8 LIMITATION OF LIABILITY

- 8.1 **QT will under no circumstances be liable to you or any Trader 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,**



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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 you in terms of this Affiliate Agreement as a result of any event of force majeure, then those obligations will 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 will be entitled (but not obliged) to terminate the Affiliate Agreement by notice to you.

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 **You will 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 You acknowledge that QT will, 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, collect, retain, organize, collate, store, update or modify and, in the limited respects set out below disseminate and further process your personal information and data to parties related to and/or associated with QT and/or any other Affiliate or Client of QT in rendering the services to QT in the fulfilment of its contractual obligations owing to you (collectively "**process**" or "**processing**"), and in particular personal information provided by you when opening your Trading Account or updating such information or in the course of your contractual relationship with QT and/or generated by your trading or operational activities on your Trading



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Account and/or personal information in the public domain including but not limited to your 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 the Client Agreement, this Affiliate Agreement and any other agreement you may in future conclude with QT relating to your trading on MT5 (2) the reasonable requirements of QT relating to its functions or activities in relation to you (3) accounting, accountability and proof (4) security in relation to your personal information or financial position (5) compliance with any obligation imposed by law, the legitimate interests of QT and/or any other Affiliate (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 your 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 your consent, but in any event for purposes of executing QT's contractual obligations to you (which includes dissemination to QT's employees, directors, agents, other group companies and suppliers in relation to the services rendered by it to you 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 other Affiliates for the referral fees payable to those other Affiliates in respect of your trades in terms of this Affiliate Agreement.
- 10.4 You accordingly consent, which consent is voluntary, specific and informed, that QT may process your 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 will 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 will notify you when the security of your personal information has been compromised, lost or destroyed.
- 10.6 You will 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 your personal information has been disclosed and the extent thereof, and to withdraw your consent set out above, provided that the processing of personal information prior to such withdrawal will remain authorized.

11 CONFIDENTIALITY

- 11.1 You agree and undertake not to disclose any Confidential Information of QT and/or any Trader, Client or other Affiliate to any third party not entitled thereto in the ordinary course without the prior written consent of QT, the onus resting on you to prove that you obtained such prior consent, unless disclosure is obligated by any law or court order.



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11.2 The Confidential Information will not include information generally available in the public domain or Confidential Information that was lawfully received by you 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 will be and remain the sole property of QT or its suppliers.

12.2 You will 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 You undertake that you will 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

You and QT both acknowledge and agree that:-

13.1 This Affiliate Agreement and the Client Agreement constitute and contain the entire agreement between us 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 you will in any way constitute a waiver by the QT of any of QT's rights under the Agreement, and QT will not be prejudiced or stopped from exercising any of its rights against you 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 will be of any force or effect unless reduced to writing.

13.4 Your rights and/or obligations in terms of this Affiliate Agreement may not be ceded or assigned to any third party without QT's prior written consent.

13.5 This Affiliate Agreement and all matters and disputes arising there from or incidental thereto will 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 Magistrate's Court in relation to any action or



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proceeding otherwise beyond the jurisdiction, provided that 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 will 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 stipulated 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**") will be in writing and will 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 You acknowledge that QT tapes and records telephone calls made or received by QT to or from you, and you agree 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 parties.

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;



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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.



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