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Office 104, Floor 5, WeWork South Africa (Pty) Ltd - The Link,  
173 Oxford Rd, Rosebank, Johannesburg, Gauteng, 2196

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



# CONTRACTS FOR DIFFERENCE CLIENT TERMS AND CONDITIONS

with  
**QUICKTRADE PROPRIETARY LIMITED**

LAST UPDATED: 10 AUGUST 2022



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## IMPORTANT CONSUMER NOTICE

- 1 This Agreement applies to Clients who are defined as “consumers” for purposes of the Consumer Protection Act, 2008 (“CPA”).
- 2 This Agreement contains provisions that appear in bold in similar text and style to this clause 2 and which -
  - 2.1 may limit the risk or liability of QuickTrade; and/or
  - 2.2 may create risk or liability for you; and/or
  - 2.3 may compel you to indemnify QuickTrade; and/or
  - 2.4 may limit any of your rights; and/or
  - 2.5 may serve as an acknowledgment of any fact by you; and/or
  - 2.6 may illustrate a particular risk associated with CFDs.
- 3 By opening an Account with us and/or by using our Portal and trading on the Trading Platform, you acknowledge that you have read and appreciated the importance of the provisions of this Agreement and the Introducing Broker Agreement and agree that all of your trading on the Trading Platform and your use of our Portal will be governed by this Agreement and the Introducing Broker Agreement.
- 4 Please seek independent professional advice if you do not understand any provisions of this Agreement or the Introducing Broker Agreement. You should not commence trading or use our Trading Platform or our Portal unless you fully understand and accept the provisions of this Agreement and the Introducing Broker Agreement.
- 5 Nothing in the Agreement or the Introducing Broker 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 QuickTrade in terms of the CPA, or any other applicable law.



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## 1. DEFINITIONS

- 1.1 In this Agreement, unless otherwise stated or unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings -
- 1.1.1 **“Account”** means your personal trading account which is a real trading account (not a demo account) opened on the QuickTrade Trading Platform, and from which you can open and close-out Trades as well as fund Margin Requirements;
- 1.1.2 **“Agreement”** means the Contracts for Difference Client Terms and Conditions contained in this document, including all annexures (if any) hereto and including the Real Account Registration Form and all of the Legal Policies;
- 1.1.3 **“business day”** means any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 1.1.4 **“business hours”** means the hours between 08h00 and 16h30 South African Standard Time, on any business day;
- 1.1.5 **“buy price”** means the particular price quoted on the Trading Platform for the underlying reference asset in respect of which you want to open a Trade with us;
- 1.1.6 **“buy Trade”** means a Trade which you open with us via the Trading Platform in terms of which you agree to buy a CFD in respect of a particular underlying reference asset against payment of the Margin Requirement and in terms of which you are regarded as the Long Party;
- 1.1.7 **“CFD”** means a contract-for-difference, and is a contractual agreement between you and QuickTrade, where you elect to either open a buy Trade (Long Party) or open a sell Trade (Short Party), and where the value of the contract-for-difference is determined by the market value of underlying reference asset on the underlying market and subject in all cases to Margin Requirements;
- 1.1.8 **“CFD Trade”** means a transaction (comprising a non-exchange traded, OTC derivative financial instrument) in terms of which you exchange the difference between the opening value and closing value of an underlying reference asset traded in the underlying markets with us;
- 1.1.9 **“Client”** means you, the person entering into this Agreement with us as more fully described in the Real Account Registration Form;
- 1.1.10 **“CPA”** means the Consumer Protection Act, 2008;
- 1.1.11 **“ECTA”** means the Electronic Communications and Transactions Act, 2002;
- 1.1.12 **“Daily Confirmation”** means the electronic record of your Trades and trading activity sent to you electronically in terms of clause 20.2 at the end of each business day on which there has been Trading activity on your Account;
- 1.1.13 **“Event of Default”** has the meaning given to that term in clause 30;
- 1.1.14 **“Exchange”** means any licensed securities exchange registered as such in terms of the FMA or an external securities exchange which is a full member of the World Federation of Exchanges;
- 1.1.15 **“FAIS”** means the Financial Advisory and Intermediary Services Act, 2002;



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- 1.1.16 **“Fee Schedule”** means the list of fees and charges, plus applicable VAT and taxes, which are payable by you to QuickTrade in respect of your Account and your Trades with us, including without limitation, service fees, terminal fees, data fees, withdrawal fees, commissions, spreads, account fees, administration fees, dormant account fees or any other fees and charges payable by you to QuickTrade in respect of your Account and your Trades with us, which Fee Schedule is published on the Website and may be amended from time to time;
- 1.1.17 **“FICA”** means the Financial Intelligence Centre Act, 2001;
- 1.1.18 **“FMA”** means the Financial Markets Act, 2012;
- 1.1.19 **“Force Majeure Event”** has the meaning given to that term in clause 31;
- 1.1.20 **“Free Margin”** means all your money which you pay into your Account to prefund your Trades with us which money is held in your Account until you place an Order and/or are required to pay the Margin Requirements in respect of your Trades, together with any money which is not immediately due and payable on demand to QuickTrade in respect of your Trades or Margin Requirements, and any money which QuickTrade pays to you in respect of realised Trading profits (if applicable), which Free Margin will be held on your behalf in a Segregated Client Fund Account;
- 1.1.21 **“FSCA”** means the Financial Sector Conduct Authority established in terms of section 56 of the FSRA;
- 1.1.22 **“FSP”** means financial services provider;
- 1.1.23 **“FSRA”** means the Financial Sector Regulation Act, 2017;
- 1.1.24 **“Group Company”** means any member of the QuickTrade Proprietary Limited group of companies, including without limitation, any subsidiary, sub-subsidiary, holding company or fellow subsidiary of any holding company of QuickTrade Proprietary Limited;
- 1.1.25 **“Introducing Broker Agreement”** means the Introducing Broker Agreement entered into between an Introducing Broker and QuickTrade in terms of which we undertake to pay certain referral fees on the Trades entered into between other Clients which the Introducing Broker has referred to QuickTrade or introduced to QuickTrade, in the amounts and in the manner set out on the Portal;
- 1.1.26 **“laws”** means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and **“law”** shall have a similar meaning;
- 1.1.27 **“Legal Policies”** means the contractually binding legal policies and procedures published on our Website, Portal and/or the Trading Platform as may be amended from time to time, which Legal Policies supplement and form part of this Agreement, including without limitation, the Privacy Policy, Data Retention, Storage and Disposal Policy, Cookie Policy, Website Disclaimer, our Website Terms, Risk Disclosure Statement, Valuation Policy, Complaints Handling Policy and Dispute Resolution Policy;
- 1.1.28 **“Limit Order”** means, in relation to a Trade, an order placed by the Client with QuickTrade to enter into a buy Trade or a sell Trade in an underlying reference asset when the applicable Exchange price of that underlying reference asset reaches the predetermined level(s) stipulated by the Client in the Order;
- 1.1.29 **“Long Party”** means the party that has bought the CFD in terms of a buy Trade;
- 1.1.30 **“Margin Requirement”** means a percentage of the cash value of an underlying reference asset, as determined by QuickTrade in our sole discretion from time to time (including during the life of a Trade which you must pay to us and maintain with us for every Trade, which Margin Requirements are published in the Fee Schedule from time to time;



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- 1.1.31 **“Market Order”** means an Order to conclude a buy Trade or sell Trade in an underlying reference asset as soon as possible at the best price quoted on the relevant Exchange;
- 1.1.32 **“Monthly Report”** means the electronic statement reflecting your Trades and trading activity during the month, which Monthly Report will be sent to you electronically at the end of each calendar month in terms of clause 20.3 of this Agreement;
- 1.1.33 **“Order”** means a conditional instruction by the Client to QuickTrade via the Trading Platform to open or close a buy Trade or a sell Trade which constitutes an offer to QuickTrade which can be accepted or rejected at the discretion of QuickTrade and which Order can be by means of either a Market Order, a Limit Order including a Stop-Loss Order or a Take-Profit Order or any combination or variation thereof permitted by the Trading Platform from time to time;
- 1.1.34 **“OTC”** means over-the-counter;
- 1.1.35 **“OTC derivatives”** means derivate instruments, whether confirmed or not, originated, issued and/or sold by QT as principal or in which QT makes a market on MT5;
- 1.1.36 **“OTC Derivatives Provider”** or **“ODP”** means a financial services provider who has lodged an application with the FSCA to operate as an authorised over-the-counter derivatives provider in terms of the 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;
- 1.1.37 **“Parties”** means the parties to this Agreement;
- 1.1.38 **“POPI”** means the Protection of Personal Information Act, 2013;
- 1.1.39 **“Portal”** means the self-service web-based electronic system which is accessed via the Website by an Introducing Broker which allows an Introducing Broker to review the names, Trades and trade history, and any fees earned on Trades placed by other Clients who have been introduced by the Introducing Broker to QuickTrade in terms of the Introducing Broker Agreement, which grants access to the Metatrader 5 Trading Platform;
- 1.1.40 **“Privacy Policy”** means the QuickTrade Privacy Policy set out at section B of our Website Terms available on the Website;
- 1.1.41 **“QuickTrade”** means QuickTrade Proprietary Limited, a limited liability private company duly incorporated in the Republic of South Africa, with registration number 2014/062267/07 and registered address of Office 104, Floor 5, WeWork South Africa (Pty) Ltd – The Link, 173 Oxford Road, Rosebank, Johannesburg, 2196;
- 1.1.42 **“Real Account Registration Form”** means the online form that you are required to complete electronically for the purposes of opening an Account on the QuickTrade Trading Platform;
- 1.1.43 **“Segregated Client Fund Account”** means a trust account held at a bank registered in terms of the Banks Act, 1990 denominated in South African Rand (ZAR) established and maintained by QuickTrade for and on behalf of its Clients in accordance with the provisions of this Agreement and section 19 of FAIS for the purposes of receiving, holding and disbursing your money and Free Margin, together with the money and Free Margin of all our other Clients;
- 1.1.44 **“sell price”** means the particular price quoted on the Trading Platform for the underlying reference asset you wish to sell in a Trade with us;
- 1.1.45 **“sell Trade”** means a Trade which you open with us via the Trading Platform in terms of which you agree to sell a CFD in respect of a particular underlying reference asset against payment of the Margin Requirement and in terms of which you are regarded as the Short Party;
- 1.1.46 **“Short Party”** means the party that has sold the CFD in terms of a sell Trade;



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- 1.1.47 **“Stop-Loss Order”** means an instruction by the Client to QuickTrade via the Trading Platform to automatically close-out a Trade and post the realised losses to your Account when the price quoted by QuickTrade in respect of the underlying reference asset decreases to a predetermined price level specified in the Stop-Loss Order and may include a Trailing Stop Loss Order;
- 1.1.48 **“Take-Profit Order”** means an instruction by the Client to QuickTrade via the Trading Platform to automatically close-out a Trade and credit the realised profits to your Account when the price quoted by QuickTrade in respect of the underlying referenc asset increases to a predetermined price level specified in the Take-Profit Order;
- 1.1.49 **“Trade”** means any transaction involving either the opening or closing of a CFD buy Trade or sell Trade by you or any form of instruction relating to your trading with us;
- 1.1.50 **“Trade Confirmations”** means the electronic confirmation of a Trade sent to you electronically in terms of clause 20.1 via the Trading Platform once we accept your Order and execute your Trade, containing the unique ticket number, date and time of the Trade, type of Trade, volume (quantity) of the underlying reference asset traded, the applicable prices at which the Trade was submitted and any other information deemed necessary from time to time;
- 1.1.51 **“Trading Support Managers”** means those duly appointed representatives of QuickTrade, registered as representatives under our FAIS licence, who are qualified and authorised in terms of FAIS to provide advice in respect of CFDs, which Trading Support Managers are reflected as Representatives on the FSCA website from time to time;
- 1.1.52 **“trading hours”** means, in respect of the underlying reference assets listed on an Exchange, the official trading hours during which that Exchange is open for business as determined by the Exchange from time to time;
- 1.1.53 **“Trading Platform”** means the web-based electronic MetaTrader 5 Platform which is accessed via the Portal on the Website, and which QuickTrade is duly licensed to provide to Clients, or any other platform that QuickTrade may make available to Clients from time to time;
- 1.1.54 **“Trailing Stop Loss Order”** means a Stop-Loss Order which automatically amends your Stop Loss limit by a predetermined amount in relation to the price of the underlying reference asset, as specified by you in your Trailing Stop-Loss Order;
- 1.1.55 **“underlying reference assets”** means, in relation to a CFD Transaction, the securities, indices, rates or other assets which we may, in our sole discretion, reflect on our Trading Platform as available to you to Trade from time to time, including without limitation, any securities listed on an Exchange;
- 1.1.56 **“VAT”** means Value Added Tax levied in terms of the Value Added Tax Act, 1991; and
- 1.1.57 **“Website”** means <https://www.quicktrade.co.za> or any other URL owned or controlled by QuickTrade that connects the public with QuickTrade.
- 1.2 In this Agreement -
  - 1.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
  - 1.2.2 an expression which denotes -
    - 1.2.2.1 any gender includes the other genders;
    - 1.2.2.2 a natural person includes a juristic person and *vice versa*;
    - 1.2.2.3 the singular includes the plural and *vice versa*;



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- 1.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and
- 1.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- 1.3 The words **"include"** and **"including"** mean "include without limitation" and "including without limitation". The use of the words **"include"** and **"including"** followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.4 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1.1 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 1.5 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 1.6 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.7 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 1.8 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.9 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 1.10 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 1.11 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 1.12 Any reference in this Agreement to **"this Agreement"** or to any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 1.13 In this Agreement the words **"clause"** or **"clauses"** and **"annexure"** or **"annexures"** refer to clauses of and annexures to this Agreement.

## 2. INTRODUCTION

- 2.1 This Agreement sets out the terms and conditions between you, the Client (**"you"**, **"your"**, **"yours"**, **"yourself"** or the **"Client"**) and QuickTrade Proprietary Limited (**"QuickTrade"**, **"we"**, **"us"** or **"our"**), applicable when you open an Account and Trade with us. This Agreement, together with our Real Account Registration Form and Legal Policies forms the binding contract between us in respect of all your CFD trading with us. By opening an Account with us, you agree to be bound by the Legal Policies as may be amended and published on the Website from time to time, including without limitation, the Privacy Policy, Data Retention, Storage and Disposal Policy, Cookie Policy, Website Disclaimer, our Website Terms, Risk Disclosure Statement, Valuation Policy and Complaints Handling Policy and Dispute Resolution Policy.
- 2.2 In the event of any conflict between the provisions of this Agreement, the Real Account Registration Form and the Legal Policies, the provisions of this Agreement will prevail.





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- 2.3 QuickTrade is an OTC Derivatives Provider (“ODP”) and has submitted an application to the FSCA to be authorised as such in terms of the FMA. QuickTrade is accordingly subject to the FMA requirements imposed on OTC Derivatives Providers and the FSCA’s laws applicable to OTC Derivative Providers.
- 2.4 QuickTrade is a registered FSP holding a Category I FAIS licence, under licence number 45262. In terms of its FSP licence, QuickTrade is licensed to provide advice and intermediary services in respect of shares, derivative instruments and warrants, certificates and other instruments. QuickTrade’s obligations to you under the FAIS legislation and under the applicable FSCA laws are not affected by the entering into of this Agreement between yourself and QuickTrade. **However, you must note that CFD transactions are entered into on a principal-to-principal basis and are not regulated by FAIS.**

### 3. RISK DISCLOSURE

- 3.1 **CFDs are leveraged products and are traded by paying our Margin Requirements. This type of gearing carries a high degree of risk to your investment amount(s). By trading CFDs on our Trading Platform you could lose your full investment amount(s), and/or your losses could exceed the amount of your original investment(s). Trading CFDs may not be suitable for everyone, so please ensure that you consider all the risks associated with trading CFDs.**
- 3.2 **If you do not hold enough money in your Account to pay our Margin Requirements, you may be called upon in terms of clause 15 to deposit large amounts of additional funds into your Account to meet the Margin Requirements, at short notice, in order to keep your Trade positions open. If you do not provide the additional funds necessary to meet the Margin Requirements, we may close-out your Trades, which Trades may be closed-out at a loss, and you will be liable for any resulting deficit.**
- 3.3 **For further information on the risks associated with trading CFDs, please see our Risk Disclosure Statement available on the Website.**
- 3.4 **In terms of the FMA, we must establish, maintain and implement certain written policies. We are obliged by law to assess the appropriateness of OTC CFDs for all our clients. In this regard, you will be requested to provide appropriate and available information regarding your financial situation, objectives, knowledge and experience in financial markets and specifically in OTC CFDs. If you elect not to provide us with all the requested information, we will send you a warning that we are unable to determine the appropriateness of our OTC CFDs for you. If despite these warnings you still elect to Trade, you may execute the Trade and in the event that you proceed to Trade despite our warnings, you will have no recourse against us for not performing the appropriateness assessment contemplated in this clause 3.4.**

### 4. NO ADVICE

- 4.1 Whilst QuickTrade does hold a Category I FAIS licence in respect of advice for derivatives, all dealings with you in terms of this Agreement, and all Trades that you make on our Trading Platform, save for those Trades made pursuant to clause 4.4, are executed by you on an execution-only, “no advice basis.”
- 4.2 This means, that, save as set out in clause 4.4, no employees of QuickTrade are authorised to provide you with any financial advice in respect of your Trades. You should therefore not regard any proposed Trade, suggested trading strategies, factual market information or objective analysis or any other written or oral communications from us, whether available on the Trading Platform, our Website, our Portal or otherwise, as expressing a view as to whether a particular Trade is suitable for meeting your financial objectives.
- 4.3 **Save as set out in clause 4.4, you agree and acknowledge that you will rely solely upon your own judgment in all aspects of your trading with us and that all Trades are made at your own risk.**
- 4.4 **Despite any other provisions of this Agreement you may, at your own risk, seek trading advice by contacting one of our FAIS authorised Trading Support Managers.**



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## 5. INDEPENDENT ADVICE

- 5.1** You hereby acknowledge and agree that you have been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that you have either taken such independent advice or have dispensed with the necessity of doing so.
- 5.2** You hereby acknowledge and agree further that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with your intentions.

## 6. WARRANTIES AND UNDERTAKINGS

- 6.1** Without limiting the provisions of clauses 37, 38 and 38.3 in any way, if QuickTrade breaches any contractual warranties in respect of the operation of the Portal and the Trading Platform, or any warranties which may be implied by any law, then, to the maximum extent permitted by law, QuickTrade's liability to you will be limited to re-supplying the Portal and/or the Trading Platform whichever is applicable.
- 6.2** Except as provided for in clause 6.1 above, and to the maximum extent permitted by law, QuickTrade makes no warranty, express or implied, to you concerning the Portal and the Trading Platform or any other aspect of our service to you. In particular, and without limiting the above, we do not warrant –
- 6.2.1** the correctness, accuracy, timeliness, reliability or completeness of any information that you may obtain through the Portal and the Trading Platform or
- 6.2.2** the quality, timeliness, reliability, continued availability or uninterrupted access to the Portal and the Trading Platform, any of the functions of the Portal and the Trading Platform or
- 6.2.3** that the Portal and the Trading Platform will be free of viruses, bugs, Trojans or any other harmful coding.
- 6.3** Upon submitting your Real Account Registration Form and each time you place a Trade you will be deemed to warrant and represent to us that -
- 6.3.1** your obligations under this Agreement and each Trade are legal, valid and binding and enforceable in accordance with its terms;
- 6.3.2** no litigation, arbitration or administrative proceedings are current, pending or to your knowledge threatened that have or could have a material adverse effect on you or on our ability to exercise or enforce our rights under this Agreement or any Trade;
- 6.3.3** you are not in default under any Agreement relating to your indebtedness, any guarantee or any other agreement, to the extent that it would have a material adverse effect on your financial position;
- 6.3.4** you have not received any assurance or guarantee from QuickTrade as to the expected results of any Trade;
- 6.3.5** you are capable of assessing the merits of and understanding the terms, conditions and risks of each Trade;
- 6.3.6** save in respect of FAIS Authorised Trading Support Managers, you are not relying on any communication "written or oral" of QuickTrade as investment advice or as a recommendation to enter into this Agreement or any Trade, it being understood that information and explanations related to this Client Agreement and the terms and conditions of any Trade, are not considered investment advice or a recommendation to enter into a Trade;



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- 6.3.7 you have not granted any security interest over any Account or monies or Free Margin payable or paid to QuickTrade;
- 6.3.8 you are capable of assuming and hereby assume, the financial and other risks of each Trade;
- 6.3.9 all information provided by you to QuickTrade in connection with this Agreement, your Real Account Registration Form or otherwise, is not misleading and is true, accurate and up-to-date in all respects as at the date when you provide that information to us, and any material changes in such information will be reported to us in accordance with clause 6.4;**
- 6.3.10 there is no information that has not been disclosed to us by you that would make the information provided to us by you untrue or misleading;**
- 6.3.11 if you are a natural person, you warrant and represent that you are over 18 years old and are fully authorised and legally entitled to enter into the Agreement, to utilise our Portal and the Trading Platform and to perform your obligations in terms of the Agreement and the Introducing Broker Agreement;**
- 6.3.12 if you are a company, you represent and warrant that you are duly incorporated and have full power and authority to enter into and comply with your obligations under this Agreement and each Trade and you have taken all corporate and other action and obtained all consents needed to enable you to do so, and the execution, delivery and performance of this Agreement and each Trade does not violate your founding documentation;
- 6.3.13 if you are a trust, you represent and warrant that –
- 6.3.13.1 you are entering into this Agreement and each Trade as the duly appointed trustee of the trust;
- 6.3.13.2 you are presently the sole trustee or, if not, all trustees have entered into this Agreement and each Trade;
- 6.3.13.3 the trust was validly created and is in existence as at the date of your submission of the Real Account Registration Form;
- 6.3.13.4 the execution, delivery and performance of this Agreement and each Trade is permitted by the trust deed and does not violate the trust deed or the objects and powers of the trust;
- 6.3.13.5 the trust is solely constituted by the trust deed;
- 6.3.13.6 you have full power and authority to enter into and comply with your obligations under this Agreement and each Trade;
- 6.3.13.7 you have taken all action and obtained all consents necessary to enable you to enter into this Agreement and each Trade;
- 6.3.13.8 you are not in breach of the terms of the trust deed, whether related to this Agreement or not and have the right to be indemnified from the assets of the trust for all liabilities incurred under this Agreement and each Trade; and
- 6.3.13.9 even though you are entering into this Agreement and each Trade as trustee of a trust, you are personally liable to meet any obligations under this Agreement and each Trade.
- 6.3.14 you are a resident of the Republic of South Africa;**
- 6.3.15 you enter into the Agreement and Trade with us in your capacity as principal, for your own account, and do not enter into the Agreement or Trade with us on behalf of a third party as that third party's agent or representative;**



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- 6.3.16 the performance by you of your obligations under this Agreement or any Trade will not be contrary to any law or rules or agreements applicable to you and will not be contrary to the rules and directives of any Exchange, clearing house, central counterparty, trade repository or other market infrastructure or regulatory or self-regulatory body;
- 6.3.17 you are aware of the risks associated with trading CFDs and are willing and financially able to sustain a complete loss of your funds deposited with us, as well as meet any further payment obligations that may be occasioned by the loss resulting from your Trade, which losses may exceed the value of the original funds deposited with us;
- 6.3.18 you have read and understood and agree to abide by and comply with all our Legal Policies, including without limitation, all the legal procedures, processes and standards relating to the utilisation of our Portal and the Trading Platform as communicated to you and published on our Website from time to time;
- 6.3.19 you will not use QuickTrade's name or any of our intellectual property (including without limitation QuickTrade's logos, trademarks or any copyrighted material) in any way without our prior written consent;
- 6.3.20 you will not use the buy prices or sell prices quoted on our Trading Platform for any purpose other than for your own trading purposes, and you agree not to redistribute our quoted buy prices or sell prices to any other person;
- 6.3.21 you will not sell, lease or provide your Account, the Portal and/or the Trading Platform or any information contained on the Portal and/or Trading Platform to any third party, either directly or indirectly;
- 6.3.22 you will not upload or cause the transmission of any viruses, bugs, Trojans or any other harmful coding to the Portal and/or the Trading Platform, our Website or the software that you use to access the Portal and/or the Trading Platform or our Website;
- 6.3.23 you will not use any electronic device, software, algorithm, program, or any dealing or trading strategy that aims to manipulate or take unfair advantage of the Trading Platform, including the way in which we construct and/or provide our quoted buy prices and sell prices;
- 6.3.24 you will use the services offered by us pursuant to this Agreement and our Portal and the Trading Platform honestly, fairly and in good faith; and
- 6.3.25 you are not insolvent and no Event of Default has occurred or is continuing.
- 6.4 You undertake that, after submitting your Real Account Registration Form and entering into this Agreement with us, to as soon as reasonably possible inform us in writing if —
- 6.4.1 you have reason to believe that there will be a change in your financial position from your financial position originally indicated in the Real Account Registration Form, where such a change may affect our decision to operate your Account ; or
- 6.4.2 an actual change from your financial position originally indicated in the Real Account Registration Form has occurred where such a change may affect our decision to operate your Account; or
- 6.4.3 there is a change in your contact information (including without limitation, your cellphone number, your name or surname, your email address and your residential address) supplied in the Real Account Registration Form; or
- 6.4.4 there is a change in the information provided to us in terms of clause 3.4.
- 6.5 If at any time you breach a warranty or representation set out in this clause 6, you will be liable to us for any loss or damage that we may suffer and we will be entitled, at our sole discretion and for as long as your breach of the warranty or representation continues, to close-out any Trades that you have open at the prevailing buy price or sell price quoted by QuickTrade at the time of close-out.



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- 6.6 Each of the representations and warranties given by QuickTrade and you shall —
- 6.6.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
- 6.6.2 continue and remain in force notwithstanding the completion of any or all the obligations contemplated in this Agreement; and
- 6.6.3 *prima facie* be deemed to be material and to be a material representation inducing us or you (as applicable) to enter into this Agreement.

## 7. OPENING AN ACCOUNT

- 7.1 Before opening a Trade or being granted access to our Trading Platform, you are required to complete an online Real Account Registration Form through our Website or Portal. **By clicking on the “Register” button on the electronic Real Account Registration Form, you accept all of the terms and conditions set out in the Agreement. Your submission of the Real Account Registration Form to us amounts to an offer by you to enter into the Agreement with us.**
- 7.2 **By submitting the Real Account Registration Form you acknowledge that you have received and read this Agreement and the Legal Policies.**
- 7.3 **You acknowledge that QuickTrade reserves the right to decline your application for an Account, without having to give any reasons, and that QuickTrade is under no obligation to open an Account for every customer on equal terms.**
- 7.4 As part of the Account opening process, you will be required to register as a user. QuickTrade will provide you with a unique username and password in order to access the Portal and the Trading Platform. You must ensure that your unique username and password is kept secure and confidential.
- 7.5 **You will notify QuickTrade immediately if you have any reason to believe that your unique username and password has been compromised. This may include, but is not limited to —**
- 7.5.1 **any other person having gained access to your Account details; or**
- 7.5.2 **your Account details having been lost, stolen or misused; or**
- 7.5.3 **any other breach of security.**
- 7.6 **In addition to notifying QuickTrade in accordance with the clause above, you are obliged to change your Account details immediately if you have any reason to believe that your unique username and password has been compromised.**
- 7.7 We may at any time, without notice to you, suspend your Account if we have reasonable grounds to suspect that your Account details have been compromised, and/or you notify us that you believe that your Account details have been compromised.
- 7.8 **You will be responsible for any and all losses, liabilities, actions, proceedings, claims, damages and/or costs resulting from or arising out of any act or omission by any person accessing your Account using your Account details, whether or not you gave permission to that person to do so.** The only exception to this will be if you can show that the person who used your Account details obtained them from QuickTrade as a result of QuickTrade’s gross negligence or wilful misconduct.



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## 8. QUICKTRADE TRADING PLATFORM

- 8.1 The QuickTrade Trading Platform can be accessed and downloaded from our Portal onto your PC, or downloaded onto your mobile device for the purposes of conducting your trading with QuickTrade.
- 8.2 By entering into this Agreement with us, you are hereby granted a non-exclusive and non-transferable licence to use the QuickTrade Trading Platform and the Portal solely for the purposes of your Trading with us for so long as your Account remains open.
- 8.3 The QuickTrade Trading Platform and the Portal are sophisticated platforms and although we take reasonable care to ensure that they operate correctly, they are not immune to failure or error from time to time. Should the Trading Platform or the Portal suffer a failure or error, some of the issues that you may experience are, amongst other things -
- 8.3.1 an inability to place an Order or open or close-out Trades on the Trading Platform; or
- 8.3.2 an inability to communicate with us through the Trading Platform or Portal; or
- 8.3.3 receiving misleading or inaccurate information (including price information) from the Trading Platform or the Portal; or
- 8.3.4 an inability to receive messages, Trade Confirmations, any data feed or other notifications.
- 8.4 Although we take reasonable care to ensure that the Portal and the Trading Platform operate correctly at all times, you Trade at your own risk of sustaining loss or damage as a result of a Trading Platform failure or error or as a result of the failure or error of the Portal. Such loss and damage, amongst other things, may arise from -
- 8.4.1 an inability to place an Order or open or close-out a Trade at a particular time; or
- 8.4.2 the belief that you have placed an Order or opened or closed-out a Trade when our Trading Platform records state that you have not; or
- 8.4.3 the belief that you have not placed an Order or opened or closed-out a Trade when our Trading Platform records state that you have; or
- 8.4.4 the making of trading decisions on the basis of inaccurate information about the buy price or sell price quoted by QuickTrade; or
- 8.4.5 other difficulties, misunderstandings, errors or unintended consequences caused by Trading Platform failures or errors or as a result of the failure or error of the Portal.
- 8.5 Should the Portal or our Trading Platform fail or have an error, and our Portal and/or Trading Platform records disagree with your records or your recollection of your trading, the version of events recorded at the moment of your trading by our system will prevail, and our obligations to each other (including an obligation to pay any money) will be assessed and calculated on the basis that our Portal and/or Trading Platform records are correct. As a result, should you experience any difficulty with the Portal and/or Trading Platform, please contact us immediately so that any discrepancy, failure or error can be avoided and/or resolved quickly.
- 8.6 Please keep your own records of your instructions, including details of the times, dates and nature of your Trades. These details may be important if there is a dispute between yourself and QuickTrade.
- 8.7 We reserve the right to remove altogether or reduce the Trading Platform service and/or your access to the Portal at any time.
- 8.8 If the Portal or Trading Platform is down, QuickTrade may be contacted telephonically, subject to clause 8.11, during business hours and we may in our discretion, assist you to execute a telephonic Order.



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- 8.9** We will use reasonable endeavours to maintain, but cannot guarantee, the availability of the Trading Platform, Website and our Portal, and reserve the right to discontinue providing the Portal, Trading Platform or Website or any part thereof with or without notice to you. The Trading Platform, Website and our Portal will not be available at all during scheduled maintenance periods.
- 8.10** We may in our sole discretion and for any reason whatsoever terminate, suspend, close, limit access to and/or modify your Account, the Trading Platform, Website and our Portal, with or without notice to you. You agree that we will not be liable to you and you hereby indemnify us against any losses you may incur in the event that we choose to terminate, suspend, close, limit access to and/or modify your Account, the Trading Platform, Website and our Portal.
- 8.11** Orders executed via a telephone call to an authorised representative of QuickTrade are completed when the respective QuickTrade representative states “agreed” or “done”. At that point in time, you have entered into a Trade and cannot cancel or revoke the Trade. By placing Trades telephonically through the QuickTrade authorised representatives, you agree to immediate execution and accept the risks of immediate execution. You hereby indemnify QuickTrade against any losses incurred as a result of a disruption, failure or malfunction of telephone lines.
- 8.12** You acknowledge and agree that we may record all telephone conversations between you and QuickTrade and we may submit any such recording, or a transcript of such recording, as evidence to any court or in any regulatory proceeding for the purpose of establishing any matters relating to this Agreement or any Trade. You acknowledge and agree that we are under no obligation to retain a recording or a transcript made of a recording and you agree that we may destroy any such recording or transcript.

## 9. YOUR ACCOUNT

- 9.1** You acknowledge and agree that you are solely responsible for monitoring your Account, which includes your open Trades, your Margin Requirements and any and all other activity on your Account. You must monitor your Account through the Trading Platform. You may monitor the information of Clients you have introduced to QuickTrade in terms of the Introducing Broker Agreement through the Portal.
- 9.2** You further acknowledge that QuickTrade is not obliged to monitor your Account or advise you on the effect of placing any Orders, opening any Trade, closing any Trade or the Margin Requirements for your open Trades.
- 9.3** You will be able to access your Account at any time by logging onto the Trading Platform using your unique username and password which QuickTrade created for you when you registered your Account.
- 9.4** You may not open multiple Accounts in order to circumvent any trading limits, maximum trade sizes, any monies due to QuickTrade, or other restrictions imposed on you in terms of the Agreement.
- 9.5** You further acknowledge and agree that QuickTrade may from time to time impose trading limits on your Account, which may be different to the trading limits we impose on the Accounts of other Clients. We may limit the total value of Trades which you may execute at any given time, the total value of Trades which you may execute in a particular underlying reference asset, the total number of Trades which you may execute and/or the total number of Trades which you may execute in a particular underlying reference asset. We will give you notice of the Trading limits which apply to your Account (and any changes to these limits) via the Trading Platform.
- 9.6** Your Account may be funded through credit card or by any method of immediate electronic funds transfer which is acceptable to QuickTrade. We may in our discretion allow you to fund your Account by means of a cash deposit in an amount not exceeding R5 000 (five thousand rand). Only the net amount of cleared funds received into our bank account will be credited to your Account after deduction of any applicable bank charges.



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- 9.7 In the event that any applicable debit card authority or any other paying agent declines to transfer funds to us for any reason, or reverses any funds transferred to us for any reason, then we may, at our absolute discretion, cancel any Order or treat any Trade entered into by you with us in reliance on receipt of those funds to satisfy the Margin Requirement of the Trade, as being void from the outset and close-out the relevant Trade(s) immediately. In such an event we may recover any losses arising from the cancellation of the Order(s) or close-out of the Trade(s) for voidness from you.
- 9.8 Interest accrues on the Free Margin or any other monies standing to the credit of your Account. We will pay this interest at the prevailing interest rate quoted by the bank at which the Segregated Client Fund Account is held, which interest will be calculated daily and credited to your Account at the end of each calendar month. Interest payments will be reflected on your Monthly Reports.**
- 9.9 If your Account has a balance of less than R100.00 (one hundred rand) for a period of thirty (30) days or if you open an Account and do not fund your Account within thirty (30) days of account opening, then your Account will be deemed to be an Inactive Account. We may charge a dormant account fee on all Inactive Accounts as may be set out in the Fee Schedule from time to time.

## 10. BUY PRICES AND SELL PRICES

- 10.1 Trades placed via the Trading Platform are executed at QuickTrade's quoted buy prices and sell prices, and not at the prices quoted by the applicable Exchange or underlying market. The prices we quote include our variable spread.
- 10.2 We will quote you a higher and a lower price for the CFD that you wish to Trade. The higher price will be the buy price, whilst the lower price will be the sell price. Our prices are determined by reference to a number of underlying factors, including without limitation, the price of the underlying reference asset. Our prices and how we calculate our prices (spread) are determined in our absolute discretion.
- 10.3 Our prices do not constitute an offer by us to place a Trade at those prices. An opening or closing of a Trade is only initiated by you offering to place a Trade at our buy price or sell price as applicable.
- 10.4 Our prices may be adjusted by us at any time without prior notice to you.** Such price adjustments may take place to take account of certain conditions, including trading volumes, liquidity and instances of high volatility.
- 10.5 You will be liable to pay QuickTrade the fees, charges and commissions (plus applicable VAT and any other taxes) relating to your Trades at the rates set out in clause 16.

## 11. CFD TRADING

- 11.1 The CFD contract will stipulate that the seller of the CFD (Short Party) will pay to the buyer of the CFD (Long Party) the difference between the CFD's value at the time the Trade is opened and its value when it is closed-out if the market price of the underlying reference asset is higher at the CFD's closing-out than at its opening. Conversely, the CFD contract will stipulate that the buyer of the CFD (Long Party) will pay to the seller of the CFD (Short Party) the difference if the market price of the underlying reference asset is lower at the CFD's closing than at its opening. If you are the Short Party to a Trade, then QuickTrade will be the Long Party to the Trade and *vice versa*.
- 11.2 The Trades between yourself and us will be on a principal-to-principal basis. This means that we will act as principal under this Agreement and not as agent on your behalf, or on behalf of any third party. This also means that any Trades you execute on the Trading Platform are directly between you and us. You may only act in your capacity as principal when executing Trades with us.
- 11.3 The OTC products offered by QuickTrade are CFDs in the underlying reference assets. **You acknowledge that by trading the CFDs offered by QuickTrade on the Trading Platform, you do not obtain any right, title or interest whatsoever in the underlying reference asset and never become the registered or beneficial owner of any of the underlying reference assets.**





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- 11.4 We are required to detail the process for determining the value of each OTC Trade at any time from execution to the termination, maturity, or expiration of such Trade, including whether the valuation will be based on market value, our own internal model of valuation or one provided by independent third parties. Our valuation process is set out in detail in the Valuation Policy available on our Website.

## 12. OPENING A TRADE

- 12.1 All Trades by you must be opened on our Trading Platform through your Account, which is accessed by using your Account details.
- 12.2 You open a Trade when we accept your offer to Trade based on our quoted buy price or sell price. Opening a Trade may be done by you on the Trading Platform subject to our business hours and the applicable trading hours.
- 12.3 When opening a Trade, you choose an underlying reference asset and choose whether to enter into a buy Trade or a sell Trade in respect of that underlying reference asset at our quoted buy price or sell price, thereby creating an open Trade. A buy Trade is referred to as a long position, whilst a sell Trade is referred to as a short position.
- 12.4 In order to place a Trade that creates an open Trade, you must deposit funds into your Account, or already have Free Margin credited to your Account, which Free Margin is sufficient to cover the Margin Requirements for the particular Trade. Should you not have sufficient Free Margin in your Account to meet the Margin Requirements for that Trade, we will not execute your offer to enter into a Trade.
- 12.5 Upon completing your offer to Trade and establishing the open Trade by selecting the “new order” button on the Trading Platform, the trading instruction will in law constitute an offer by you to enter into a buy Trade or a sell Trade at the buy or sell price quoted for the CFD.
- 12.6 Trades opened by you on the Trading Platform must be accepted by us, and as such we will have no liability to you if the internet connection is lost, and the result is that you are unable to Trade at the quoted buy price or sell price for the CFD.
- 12.7 Once a Trade is accepted, you can view your open positions under the Trade section in the “Toolbox” of the Trading Platform. The Trading Platform will record the unique ticket number of the Trade, the date and time of the Trade, the type of the Trade (whether buy or sell), the volume (quantity) of the underlying reference asset traded, the price of the Trade, the stop-loss or take-profit prices stipulated, the current price of the underlying reference asset, the profit or loss and the percentage change from when the Trade was placed.
- 12.8 On the “market watch” page, you may view the different underlying reference assets available for Trading. To place an Order, you must select the “new order” icon. On the “new order” tab you will see the name of the symbol, order type, volume, stop-loss, take-profit, fill policy and the bid/ask price quoted in respect of the underlying reference asset. You must select the Order type you want to place, input the volume you want to Trade, the stop-loss and take-profit prices for your Stop-Loss Orders and Take-Profit Orders and select on which side of the Trade you will open your position (buy or sell). You will receive a prompt to confirm your Order and once you select “place order” you will receive confirmation via the Trading Platform that the Trade is executed. We will also email you a Trade Confirmation.

## 13. CLOSING-OUT A TRADE

- 13.1 You close-out a Trade by logging on to the Trading Platform and selecting to close-out a particular open Trade.
- 13.2 A Trade will not be deemed to be closed-out by us, until such time as our Trading Platform records reflect the Trade as being closed-out.



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- 13.3** You must select the Trade which you want to close-out, right click on the position and select “close position”. You can partially close-out a Trade by selecting the quantity of the underlying reference asset which you want to close-out.
- 13.4** Stop-Loss Orders and Take-Profit Orders are automatically closed-out once the price of the underlying reference asset reaches the predetermined price stipulated in your Stop-Loss Order or Take-Profit Order, whichever is applicable. Despite any other provisions of this Agreement, Stop-Loss Orders are not guaranteed to execute at your specified stop-loss price due to prevailing market volatility and sudden intraday or overnight market price action and may “gap” past your specified stop-loss price. Market gapping can occur when the market is closed or when it is open and may be caused by various factors, including without limitation, economic events, market announcements etc. If these events occur when the market is closed, it may result in a significant difference in the price quoted for the underlying reference asset when the market re-opens as compared to the previous closing price quoted for the underlying reference asset, with no opportunity for you to close-out your Trades in-between. You acknowledge that market gapping may result in a significant loss and a Stop-Loss Order may not necessarily protect you against the risk of market gapping. You acknowledge that you remain liable for any losses on your Trades which may be realised and posted to your Account as a result of a Stop-Loss Order not being executed or being executed at a price worse than the stop-loss price specified in your Stop-Loss Order.
- 13.5** You acknowledge and agree that your Take-Profit Order will be executed as soon as reasonably possible after the quoted price of the underlying reference asset reaches the predetermined level specified by you in the Take-Profit Order, and you agree that you will not earn any further profits from further increases in the quoted prices of the underlying reference asset after your Take-Profit Order has been executed.

## 14. MARGIN REQUIREMENTS

- 14.1** As indicated in clause 12 above, in order to open a position, you must have sufficient Free Margin in your Account in order to meet the Margin Requirement of a particular Trade.
- 14.2** Our Margin Requirements are calculated as a percentage of the nominal cash value of the particular Trade (the number of units of the underlying reference asset multiplied by the cash price of that particular underlying reference asset) as set out in the Fee Schedule. **Margin serves as collateral security which you transfer to us as continuing covering security for the due and proper performance of all of your obligations arising in terms of this Agreement and/or any Trades entered into pursuant to this Agreement, including without limitation, in respect of any payment obligations owing to us from time to time. The enforcement by QuickTrade of its security interest over such assets may be effected at any time in accordance with applicable laws and regulations. QuickTrade shall at all times be entitled to exercise its right of lien, combination or set-off between Accounts opened for the Client in its books.**
- 14.3** Margin does not in any way limit the losses you may incur in connection with your Trade, and your losses may exceed the total value of your margin.
- 14.4** We reserve the right, in our sole discretion, to vary the Margin Requirement from time to time.
- 14.5** The Margin Requirement is due and payable by you and will be deducted from cleared funds standing to the credit of your Account when you place the Trade and must be maintained at all times until the open Trade is closed-out.
- 14.6** The Margin Requirement for each Trade that you have open is recalculated each Business Day through the mark to market process. **You acknowledge and agree that it is your responsibility to know the current Margin Requirement on each of your open Trades and to ensure that you have sufficient Free Margin in your Account to pay the Margin Requirement for your open Trade(s) to be maintained each time the Margin Requirement for each of your Trades is recalculated.**



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**14.7 When one or more of your open Trades is deemed not to have sufficient margin to meet that Trade's Margin Requirement, you hereby authorise us to utilise available Free Margin in your Account to pay that Trade's Margin Requirement.**

14.8 You must inform us immediately if you are unable to, or anticipate being unable to in the future, make any payment into your Account for a Margin Requirement. In such circumstances, we reserve the right to close-out any or all of your open Trades in whole or in part.

14.9 In the absence of sufficient margin to meet the Trade's Margin Requirements, we will make Margin Calls in terms of clause 15.

## 15. MARGIN CALLS

15.1 You must pay to QuickTrade all amounts necessary to fulfil the Margin Requirements set out in the Fee Schedule required to open your Trade and maintain the open position during the life of your Trade. We will value your open positions on a daily basis in accordance with the terms and conditions of our Valuation Policy. This process is known as "Marking to Market". We will determine whether the value of your open positions has increased or decreased and to the extent that the Margin deposited with us is not enough to meet the Margin Requirements for the Trade, we will contact you to post additional Margin ("**Margin Call**").

15.2 Margin Calls will be made via the Trading Platform. In addition, we will send you notifications via the Trading Platform when your Margin is reflecting a low balance. You will be required to make a deposit into your Account in the amount specified in the Margin Call as QuickTrade requests within a reasonable time after receipt of the Margin Call. **In the absence of unusual circumstances, 1 (one) hour will be deemed to be a reasonable time however QuickTrade reserves the right to request deposits of additional Margin at a shorter notice period in its sole and absolute discretion.** Margin must be paid by immediately funding your Account in one of the manners permitted in terms of this Agreement. **QuickTrade's failure to make a Margin Call for a deposit or top-up of Margin will not constitute a waiver of our rights to do so at any time thereafter nor will it create any liability of QuickTrade to you.**

15.3 For so long as you owe us money, all funds and other assets held in your Account will be and are hereby pledged and ceded in security as continuing security to and in favour of QuickTrade as continuing covering security for the payment of your indebtedness to QuickTrade.

15.4 If you do not satisfy the Margin Requirements timeously, we will send you a notice and automatically close out your Trades where insufficient Margin has been provided. You will be liable to us to pay any negative balance on your Account.

15.5 Should we, in our sole discretion, elect to hold your Trades open in the absence of sufficient margin, we will not charge any interest, fees or other charges to do so. We accordingly do not grant you any credit as defined under the National Credit Act, 2005.

## 16. FEES, CHARGES AND COMMISSIONS

16.1 We are entitled to quote a spread on our sell prices and buy prices. Our spread is disclosed to you in the Fee Schedule. In addition, you agree to pay all the fees, charges, commissions and expenses in respect of our services rendered to you under this Agreement and as more specifically set out in the Fee Schedule from time to time. We may change our fees, charges, commissions and expenses by publishing a new Fee Schedule on the Website. You agree to pay us interest on all amounts due which remain unpaid at the interest rate equal to 3 (three) percentage points above the prevailing prime rate of interest quoted by First National Bank a division of FirstRand Bank Limited or at the maximum interest rate allowed by law, whichever is lower.

16.2 You hereby authorise QuickTrade to withdraw the amount of any such fees, charges, commissions and expenses from your Account.



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- 16.3 You acknowledge and agree that if you were introduced to QuickTrade through a referral made by an Introducing Broker in terms of the Introducing Broker Agreement, QuickTrade will register you as a Trader under that Introducing Broker and will pay that Introducing Broker a referral fee in respect of all of your Trading on the Trading Platform in the manner set out in the Introducing Broker Agreement and calculated at the amounts determined by QuickTrade in our sole discretion from time to time.

## 17. REPORTING OF TRADES TO LICENSED TRADE REPOSITORY

We are under an obligation to report Trades to a licenced Trade Repository. **By entering into this Agreement, you hereby consent to us reporting all of our Trades with you to the Trade Repository licensed in terms of the FMA and you undertake to provide us with all documentation, information and co-operation necessary to enable us to comply with the trade reporting obligations imposed on us under the FMA, and the FSCA laws.**

## 18. PORTFOLIO RECONCILIATION

**Your Trades will be valued and reconciled in accordance with section 2.1 of the Valuation Policy.**

## 19. ORDERS

- 19.1 You may place a Market Order or a Limit Order via the Trading Platform. Market Orders will be fulfilled at the best available prices obtainable as soon as possible on the relevant Exchange. A Limit Order can be placed by selecting the “pending orders” tab on the Trading Platform. You will be prompted to choose whether you would like to place a Limit Order which may include without limitation a buy limit, sell limit, buy stop, sell stop, buy stop limit or sell stop limit, or any other type of Limit Order which may be available on the Trading Platform from time to time. These Limit Orders can only be executed at the price or within the limits specified by you at the time you place the Limit Order on the Trading Platform, subject to clause 13.3.
- 19.2 Despite the provisions of this Agreement and this clause 19, we may amend the types of Orders which you may place via the Trading Platform in our sole discretion from time to time.
- 19.3 You must give us instructions regarding your Orders or Trades promptly. If you do not give your instructions promptly, then we may take steps at your cost and expense which we deem necessary or desirable to protect QuickTrade or to protect you. You hereby authorise us to charge the cost or expense of taking any such steps against your Free Margin and to debit the amount owing against your Account. We may require that you confirm in a form stipulated by QuickTrade any Order or instruction, in particular where the Order or instruction is to close your Account or remit any money to you or if it appears to QuickTrade that such confirmation is necessary or desirable in the circumstances.
- 19.4 We may confirm an Order, instruction or other communication orally, in writing or via the Trading Platform.

## 20. STATEMENTS

- 20.1 You may access all information relating to your Trades and your Account at any time by logging on to your Account via the Trading Platform. In addition, you will receive a Trade Confirmation immediately once your Trade is executed. Trade Confirmations are sent through the Trading Platform.
- 20.2 We will send a Daily Confirmation to the email address specified by you in your Real Account Registration Form at the end of each business day on which you have actively Traded.
- 20.3 We will send a Monthly Report to the email address specified by you in your Real Account Registration Form at the end of each calendar month during which you have actively Traded.
- 20.4 You may access all information and statements in respect of any referral fees you earn as an Introducing Broker in terms of the Introducing Broker Agreement on the Portal.



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## 21. PROFITS AND LOSSES

- 21.1 Any profits made when a Trade is closed-out will be credited to your Account as soon as is reasonably possible. Any losses or Margin Calls will be debited from your Account immediately.
- 21.2 Overnight funding must be paid by the Client at the SAFEY rate + 3% on a long position and the Client receives SAFEY rate – 3% on a short position.

## 22. ACCOUNT SETTLEMENT

- 22.1 All payments required to be made by you under the Agreement, or as required by law, are due and payable to us immediately in full. Payment may be made by credit card or by any method of immediate electronic funds transfer which is acceptable to QuickTrade. Only the net amount of cleared funds received into our bank account will be credited to your Account after deduction of any applicable bank charges.
- 22.2 We may in our discretion allow you to settle your Account by means of a cash deposit in an amount not exceeding R5000.00 (five thousand rand).
- 22.3 You must have sufficient cleared funds in your Account before we will accept any further Trades from you.

## 23. WITHDRAWAL OF PROCEEDS

- 23.1 If you have a positive balance standing to the credit of your Account and you have no outstanding payments due to us for any reason whatsoever, you may request that the whole or part of your credit balance be paid to you by us, provided that the credit balance constitutes Free Margin and is not being used to support the Margin Requirements of any open Trade(s).
- 23.2 Such money standing to the credit of your Account will only be paid to you if you request that it to be paid to you. Where you do not make such a request, we will be under no obligation to, but may in our absolute discretion, pay such money to you.
- 23.3 We will ordinarily pay such money to you using the same method and to the same place from which it was received from you. We reserve the right to change the method and place of payment should we, in our sole discretion, deem it necessary. All bank charges, however they may arise, will be for your account.
- 23.4 We may refuse to pay your credit balance to you if —
- 23.4.1 you have unrealised losses on your Account; or
- 23.4.2 such payment would reduce your account balance to less than the Margin Requirements for your open Trades at that time; or
- 23.4.3 there is outstanding payment amount due from you to us in terms of the Agreement and/or any Trades; or
- 23.4.4 there is an unresolved dispute or a potential dispute between us in relation to the Agreement, including where you are, or may potentially commit, a breach of the provisions of this Agreement; or
- 23.4.5 we are required to do so by law.



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## 24. SET-OFF AND NETTING

- 24.1 Without prejudice to our right to require immediate payment from you, QuickTrade may (in addition to any general lien, right of set-off, right to combine accounts or any other right to which it may be entitled), without notice to you, set-off any obligation of yours to make payment to us under this Agreement against QuickTrade's liability to you in respect of any credit balance in your Account (or any part thereof in such amount as QuickTrade may elect).
- 24.2 We may in our discretion on any date determine that where amounts are payable under this Agreement in respect of the same type of Trade in the same currency, then on that date our obligations to pay one another may be automatically satisfied and discharged by means of set-off and the aggregate amount payable will be satisfied by payment of the net amount of those obligations by whichever of us has the net debit, to the party having a net credit.
- 24.3 Upon liquidation or sequestration (whichever may be applicable) of either QuickTrade or you —
- 24.3.1 all unperformed obligations of either party in terms of any transactions executed in accordance with this Agreement shall terminate and shall become due immediately; and
- 24.3.2 the values of the unperformed obligations shall be determined; and
- 24.3.3 these values shall be netted, so that only a net amount is payable to or by a party, and the value of any assets (if applicable) which have been transferred to satisfy Margin Requirements shall be included in the calculation of the net amount payable upon such liquidation or sequestration (whichever may be applicable).

## 25. SEGREGATION OF CLIENT FUNDS

- 25.1 Client funds which are deposited with QuickTrade, prior to being used to meet the Margin Requirement of a Trade are called Free Margin and are segregated from QuickTrade's own assets. Any profits which are paid out to the Client by QuickTrade also form part of your Free Margin and are segregated from QuickTrade's own assets.
- 25.2 Subject to applicable law and the terms and conditions of this Agreement we will hold your Free Margin in a Segregated Client Fund Account with 1 (one) or more registered South African Banks licensed in terms of the Banks Act, 1990.
- 25.3 You acknowledge and agree that –**
- 25.3.1 the Segregated Client Fund Account is a trust account opened and maintained in the name of QuickTrade but held for the benefit of you and our other clients;**
- 25.3.2 your Free Margin and the Free Margin of our other clients is pooled together and held in the Segregated Client Fund Account on an omnibus basis;**
- 25.3.3 Free Margin and other client money held in the Segregated Client Fund Account falls under the Financial Institutions (Protections of Funds) Act, 2001 which applies in relation to the protection of trust property and we undertake at all times to comply with our obligations as a financial institution as defined in that act.**
- 25.4 You acknowledge and agree that we may, subject to applicable law, withdraw money from the Segregated Client Fund Account for the following purposes –**
- 25.4.1 making payment to QuickTrade to pay your Margin Requirements or to settle your Trades with QuickTrade;**



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**25.4.2 paying the amount of any fees, commission or other charges (plus applicable VAT and any other taxes) payable by you to QuickTrade in terms of this Agreement in respect of your Trades or otherwise making a payment to QuickTrade to reimburse us in respect of any amounts to which we are entitled under this Agreement, to refund QuickTrade any of its own money which was deposited into the Segregated Client Fund Account which was deposited to cover a shortfall in the Segregated Client Fund Account and such money is no longer required to cover the shortfall.**

25.5 We are entitled at any time to deduct, without notice or recourse, any monies deposited to or credited to the Segregated Client Fund Account which were so deposited in error by or on behalf of QuickTrade or which do not constitute Free Margin.

25.6 The total amount of Free Margin which you use to pay the Margin Requirements of your Trades will be calculated periodically and paid out of the Segregated Client Fund Account to QuickTrade's own bank account, and such Margin payments are therefore not held on a segregated basis and become the assets of QuickTrade. **Such Margin payments will not be subject to the protections conferred by any applicable legislation, including without limitation the FMA or the Financial Institutions (Protection of Funds) Act, 2001, and such funds shall not constitute "trust property" as defined in the Financial Institutions (Protection of Funds) Act, 2001.**

## 26. PAYMENTS FROM THIRD PARTY ACCOUNTS

**26.1 You acknowledge and agree that any transfer of money or deposit of money into your Account will be made from or transferred from a bank account which is in your own name and not from an account of another third party, unless we have previously authorised you to do so in writing.**

26.2 We may in our sole and absolute discretion return any cheque drawn on or transfer of monies from a third-party bank account, unless we have previously agreed to same in writing.

**26.3 We do not accept any liability or responsibility for any loss incurred by you as a result of QuickTrade returning any cheque drawn on, or transfer of monies from, a third party bank account, including without limitation, any consequential loss incurred by you as a result of a default on your obligations under this Agreement or any Trade.**

## 27. TAXES

27.1 You are liable to pay all taxes and other fees reasonably incurred in connection with this Agreement or any Trade.

27.2 Any tax imposed in respect of this Agreement or any Trade is for your account and is payable by you.

27.3 We are entitled to deduct or withhold any tax as may be required by law to be deducted or withheld from any payment made under this Agreement or under any Trade or any amount of money credited to the Segregated Client Fund Account or any Account.

## 28. APPLICABLE LAW

28.1 Despite any other provision of this Agreement, we may take any action as we deem necessary or desirable in our absolute discretion to ensure compliance with all applicable laws from time to time.

28.2 We undertake to comply with all applicable laws including the terms and conditions of any licence which we are required to hold for purposes of carrying on our business as may be required from time to time. We will comply with all applicable laws in our dealings with you and you acknowledge that for purposes of compliance of any applicable laws, we may be required to report details about you and your Trades or your Account to the relevant authorities in terms of applicable law.



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## 29. MANIFEST ERROR

- 29.1 We reserve the right to either void from the outset or amend the terms of any Trade containing or based on any error that we reasonably believe to be an obvious or palpable error (a “Manifest Error” and any such Trade a “Manifestly Erroneous Trade”), without your consent.**
- 29.2 If, in our reasonable discretion, we choose to amend the terms of any such Manifestly Erroneous Trade, the amended level will be such level as we reasonably believe would have been fair at the time the Trade was entered into. In deciding whether an error is a Manifest Error we shall act reasonably and we may take into account any relevant information including, without limitation, the state of the underlying market at the time of the error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment that you have entered into or refrained from entering into in reliance on a Trade with us will not be taken into account in deciding whether or not there has been a Manifest Error.**
- 29.3 In the absence of our fraud, wilful default or negligence, we will not be liable to you for any loss, cost, claim, demand or expense following a Manifest Error (including where the Manifest Error is made by any information source, commentator or official on whom we reasonably rely) or in relation to a Manifestly Erroneous Transaction.**
- 29.4 If a Manifest Error has occurred and we choose to exercise any of our rights under this clause 29.1, and if you have received any monies from us in connection with the Manifest Error, you agree that those monies are due and payable to us and you agree to return an equal sum to us without delay.**

## 30. EVENTS OF DEFAULT

- 30.1 The following shall constitute an Event of Default under this Agreement -**
- 30.1.1 you die or become a mental patient within the meaning of any applicable mental health legislation, or otherwise become incapacitated in respect of the entering into, or performance of contracts; or**
- 30.1.2 you fail to provide funds to satisfy the Margin Requirement, or fail to make any other payment due to QuickTrade in relation to your trading or otherwise; or**
- 30.1.3 you fail to observe or perform any of the other provisions of the Agreement; or**
- 30.1.4 the initiation of bankruptcy or insolvency proceedings against you; or**
- 30.1.5 you convene a meeting for the purpose of making or proposing or entering into any arrangement or compromise for the benefit of your creditors, or enter into discussions with your creditors in respect of such arrangements or compromises; or**
- 30.1.6 any distress, execution, or other process is levied against any of your property and is not removed, discharged or paid within seven days; or**
- 30.1.7 you have any security created by any form of mortgage or charge and the mortgagee and/or charge takes steps to enforce the security; or**
- 30.1.8 you commit any breach of any representation or warranty made to us when you entered into this Agreement, or made to us each time you open a Trade, howsoever that warranty or representation was communicated to us or if you fail to inform us immediately if such representation or warranty subsequently becomes untrue or misleading; or**
- 30.1.9 QuickTrade reasonably believes that you will be unable to pay your debts as they become due; or**





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- 30.1.10 any other circumstance exists where we reasonably believe that it is necessary or desirable to take any of the actions under clause 30.2 below to protect QuickTrade and its other customers; or
- 30.1.11 a bankruptcy, insolvency or business rescue petition is presented by or against QuickTrade, or a receiver, trustee, administrative receiver, business rescue practitioner or similar officer is appointed in respect of QuickTrade or a winding-up petition is issued or an order is made or a resolution is passed for the winding up of QuickTrade.
- 30.2 If an Event of Default occurs, QuickTrade, without prejudice to any other right against you that we may have, and with or without notice to you, may -
  - 30.2.1 close-out any or all of your open Trades (in whole or in part) at a level based on QuickTrade's then prevailing buy or sell price or, if no prevailing price, at a level which is fair and reasonable; or
  - 30.2.2 exercise our rights of set-off under the Agreement; or
  - 30.2.3 close your Account and refuse to accept any further Trades from you or undertake any trading with you; or
  - 30.2.4 immediately recover any sums which are payable by you in respect of realised losses on your Account; or
  - 30.2.5 terminate this Agreement; or
  - 30.2.6 take all such other actions as we consider to be reasonable in the circumstances to protect us, or any of our other clients.
- 30.3 Your failure to pay us any money that is due to us by the time it is due will be treated as a continuing Event of Default, which will entitle us to close-out any or all of your Trades, in whole or in part, at our sole discretion at any time before the money is paid. This includes the closure of any and all Trades which would be profitable to you at the time of such closure by us to the extent necessary for you to meet your outstanding payment obligations to us.
- 30.4 We do not owe you any duty to consider your interests in exercising our rights on the occurrence of an Event of Default.

## 31. FORCE MAJEURE

- 31.1 We may, in our reasonable opinion, determine that an emergency or that exceptional market conditions exist (a **"Force Majeure Event"**), including but not limited to —
  - 31.1.1 any acts, events, non-happenings, omissions, accidents or acts of God beyond the reasonable control of either QuickTrade or the Client (including, but not limited to, strikes, lock-outs, labour shortages, civil commotion, riots, war, threat of or preparation for war, breaking off of diplomatic relations, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, pestilence or epidemic, interruption of power supply or electronic communication or information, the result of which is that our computer systems including our Portal, Trading Platform or Website do not function adequately, voluntary or mandatory compliance with any direction, request or order of any person having or appearing to have authority, or any other cause or contingency beyond the control of QuickTrade, which in our opinion prevents us from maintaining an orderly market in connection with one of or more of our products in respect of which we ordinarily accept trades; or
  - 31.1.2 the suspension or closure of any underlying market or the abandonment or failure of any event which QuickTrade bases its markets on, or to which QuickTrade may relate its prices or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; or
  - 31.1.3 the occurrence of an excessive movement in the level of, or the excessive loss of, liquidity in any underlying market relating to the products offered by us and/or any corresponding market or our reasonable anticipation of the occurrence of the same; or



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- 31.1.4 in our reasonable opinion in all circumstances prevailing at the time we believe that it would be commercially imprudent for us to allow normal trading to continue or we reasonably believe that any one or more of the circumstances described above in this clause 31.1 is about to occur.
- 31.2 If we determine that a Force Majeure Event exists, we will be under no liability for loss or injury suffered by you as a result thereof and the performance of our obligations will be suspended during such Force Majeure Event and upon cessation of the cause of such Force Majeure Event, this Agreement will again become fully operative
- 31.3 Without prejudice to clause 31.2, if we determine that a Force Majeure Event exists then we may in our absolute discretion (without prejudice to any other rights we may otherwise have) —
- 31.3.1 revise the Margin Requirements applicable to your open Trades with immediate effect; or
- 31.3.2 close-out any or all open Trades at such level as we consider, acting in good faith, to be appropriate in all the circumstances and, in the absence of fraud or bad faith, we shall not be liable to you for any losses or loss of profit you may suffer by reason thereof; or
- 31.3.3 alter QuickTrade's business hours or trading hours; or
- 31.3.4 take or omit to take all such other actions as we deem appropriate and/or necessary in the circumstances to protect us and our customers as a whole.

## 32. COMPLAINTS AND DISPUTES

- 32.1 Complaints will be resolved in the manner set out in the Complaints Handling and the Dispute Resolution Policies.
- 32.2 Despite any provisions of the Complaints Handling and Dispute Resolution Policies –
- 32.2.1 we may close-out any of your open Trades for the purpose of limiting the amounts involved in the dispute between you and us; and
- 32.2.2 we reserve the absolute right that whilst there is any unresolved dispute with you, to refuse to accept any trading instructions from you except for instructions to close-out existing Trades.
- 32.3 Should the dispute resolution process contemplated in clause 32.1 fail, then the dispute between us arising out of this Agreement will, on written demand by either of us, be submitted to arbitration in Johannesburg in accordance with the AFSA rules, which arbitration will be administered by AFSA and subject to the following provisions –
- 32.3.1 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, or should AFSA refuse to accept the particular request for arbitration for whatever reason, then the arbitration will be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between us or failing agreement within 10 (ten) business days of the demand for arbitration, then either of us will be entitled to immediately call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person nominated will be an advocate of not less than 10 (ten) years standing. The person nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter will be referred to and decided by the arbitrator whose decision will be final and binding on the parties to the dispute.
- 32.3.2 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.



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- 32.3.3 Despite the provisions of this clause 32, nothing will be deemed to prevent or prohibit a party to the arbitration from applying to an appropriate court with jurisdiction for urgent relief or for judgment in relation to a liquidated claim.
- 32.3.4 Any arbitration in terms of this clause 32 (including any appeal proceedings) will be conducted *in camera* and we will treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 32.3.5 This clause 32 will continue to be binding on us despite any termination or cancellation of the Agreement.
- 32.3.6 The Parties agree that the written demand by a party to the dispute in terms of clause 32.2 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

### 33. TERMINATION OF AGREEMENT AND ACCOUNT

- 33.1 You may terminate the Agreement on 5 (five) business days' written notice without prejudice to accrued rights and remedies and the existence and enforceability of any open Trades. We may terminate this Agreement by giving you written notice, which termination will be effective immediately upon receipt of such notice.
- 33.2 Upon termination, all your Trades will be closed-out (unless expressly agreed to the contrary) and all sums due from you to QuickTrade will become payable immediately. Once all sums due to us have been paid to us, we will return any credit balance in your Account to you in terms of clause 23 and your Account will be regarded as an Inactive Account.

### 34. AMENDMENTS TO THIS AGREEMENT

- 34.1 We reserve the right to amend, at any stage, the provisions of this Agreement, our Real Account Registration Form or our Legal Policies, at any time.
- 34.2 Any such change to this Agreement will only apply to you once we have notified you of such change. We will email you a notice of amendment with the new Agreement and we will publish a copy on our Website or we may send you the notice of amendment and the new Agreement via the Trading Platform.
- 34.3 The amendment to the Agreement will apply to all your trading with us as from 5 (five) business days after receipt of the notice contemplated in clause 34.2.
- 34.4 You acknowledge that through your continued use of the Trading Platform and your continued trading with us you will be deemed to have read and accepted the changes to this Agreement.**
- 34.5 It is your responsibility to regularly check this Agreement and make sure that you are satisfied with the changes. Should you not be satisfied with the changes notified to you, you must terminate this Agreement with us, and close your Account.**
- 34.6 Any amended Agreement will supersede the previous agreement on the same subject matter and will govern any Trade entered into after the date the amended Agreement comes into effect.
- 34.7 You may not vary the provisions of this Agreement in any manner, except with our express written consent. Accordingly, any addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of no force or effect unless in writing, and signed by us.
- 34.8 We reserve the right to amend, at any stage, the provisions of the Introducing Broker Agreement in accordance with the terms and conditions specified in the Introducing Broker Agreement.



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## 35. ELECTRONIC COMMUNICATIONS

When you visit our Portal, the Trading Platform or the Website or send emails to us, you consent to receiving communications from us electronically under the provisions of ECTA. Subject to clause 45, any notice, agreement, record or other communication which must be sent and/or received in terms of this Agreement may be sent by any written or electronic means, unless expressly stated otherwise.

## 36. OWNERSHIP AND COPYRIGHT

- 36.1 The contents of the Trading Platform, Website and the Portal, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated on our Website, Trading Platform and our Portal are protected by law, including but not limited to copyright and trade mark law. The content found on our Website and our Portal is our property, our advertisers and/or sponsors and/or is licensed to us.
- 36.2 You will not acquire any right, title or interest in or to our Trading Platform, Website or Portal or to the content of our Trading Platform, Website or the Portal.
- 36.3 Any use, distribution or reproduction of the Trading Platform, Website or Portal or its content is prohibited unless expressly authorised in writing by us or otherwise provided for in law.
- 36.4 Where any of the Website and the Portal Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

## 37. THIRD PARTY CONTENT

- 37.1 Our Trading Platform, Website and Portal may contain links to other websites or information sources (“**Linked Sites**”). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.
- 37.2 We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators.

## 38. DISCLAIMER

- 38.1 **The use of the Trading Platform, our Website and the Portal is entirely at your own risk and unless we have been grossly negligent, you assume full responsibility for any risk or loss resulting from use of the Trading Platform, Website and Portal or reliance on any information on the Trading Platform, Website and the Portal.**
- 38.2 **We disclaim liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Trading Platform, Website and the Portal and/or any content therein unless otherwise provided by law.**
- 38.3 **Any views or statements made or expressed on the Trading Platform, Website and Portal are not necessarily the views of QuickTrade, its directors, employees and/or agents.**



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## 39. INDEMNITY AND LIMITATIONS OF LIABILITY

- 39.1** We cannot be held liable for any inaccurate information published on the Trading Platform and/or Website and/or the Portal and/or any incorrect buy prices or sell prices displayed on the Trading Platform, save where such liability arises from the gross negligence or wilful misconduct of QuickTrade, its employees, agents or authorised representatives.
- 39.2** We shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the Trading Platform, Website and the Portal or the content contained on the Trading Platform and/or Website and/or the Portal; or your inability to use the Website and the Portal, and/or unlawful activity on the Website and/or the Portal and/or any linked third party website.
- 39.3** You hereby indemnify QuickTrade against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of the QuickTrade Trading Platform and/or Website and/or the Portal and/or any linked third party website.

## 40. DATA RETENTION AND PRIVACY

- 40.1** The provisions of this clause 40 are subject to the Privacy Policy.
- 40.2** We keep a record of all Agreements and all Trades, Trade Confirmations, Account activity and other information and you agree to the terms and conditions of our Legal Policies, including without limitation, our Privacy Policy and Data Retention, Storage and Disposal Policy published on the Website as may be amended from time to time.
- 40.3** You acknowledge that by opening an Account with us and by trading with us that you will be providing us with personal data, which may be protected by data protection legislation, including POPI.
- 40.4** In addition to the consents you give to us in the Legal Policies, you further agree and authorise us to process all your personal data for the purposes of performance of the Agreement and in furtherance of our legitimate interests including statistical analysis, marketing of our services and credit control.
- 40.5** You authorise us to transmit any of your personal data to any Group Company for the purposes of performing our obligations under the Agreement and in the furtherance of our legitimate interests including statistical analysis, marketing of our services and credit control.
- 40.6** You acknowledge and agree that if you were introduced to QuickTrade through a referral made by an Introducing Broker in terms of the Introducing Broker Agreement, that Introducing Broker will have full access via the Portal to the following details relating to you, your Trades and your Account:
- 40.6.1** your full names;
- 40.6.2** your contact details and email address;
- 40.6.3** your complete transaction history and all current balances on your Account;
- 40.6.4** the value of your open positions;
- 40.6.5** details of positions which you have closed-out;
- 40.6.6** all other information which must or may be disclosed to our Introducing Brokers in terms of the Introducing Broker Agreement; and



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- 40.7** You further consent to QuickTrade disclosing all of the information listed in clause 40.6 to any one or more of QuickTrade's Introducing Brokers who introduced or referred you to QuickTrade for purposes of paying such Introducing Broker a referral fee in the manner set out in the Introducing Broker Agreement and on the Portal.
- 40.8** Despite the fact that we do not grant any credit facilities to you, you authorise us to perform credit checks with registered credit bureaus and/or identity checks as we may deem appropriate. You further authorise us to obtain references from your employer and bank should we deem it necessary.
- 40.9** You authorise us to provide information that may be protected by data protection legislation, including POPI, regarding your Account and trading history to any person who, in our opinion, is reasonably seeking a credit reference (including other CFD trading companies) in good faith and for any lawful purpose.

## 41. CONFIDENTIALITY

- 41.1 For purposes of this clause 41 "confidential information" means the know-how, trade secrets, technical processes, information relating to pricing, market share, products, finances, clients or suppliers, the right to all lists of clients and suppliers and any other information which by its nature, or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential.
- 41.2 You undertake not to use our confidential information without our prior written consent and you will make every effort to prevent the use or disclosure of our confidential information to any person. If you become aware that any unauthorised person has obtained or attempted to obtain our confidential information, you must immediately notify us and take reasonable steps available to protect that confidential information.
- 41.3 The obligations set out in this clause 41 do not apply to any confidential information –
- 41.3.1 which is disclosed in accordance with applicable law, the listings requirements of any Exchange or any other regulatory authority;
- 41.3.2 to the extent that the information is already in the public domain (other than as a result of a breach of the provisions of this Agreement); or
- 41.3.3 which we have agreed in writing is not confidential information; or
- 41.3.4 disclosed to the extent that you must use or disclose the confidential information to perform your obligations under this Agreement or any Trade; or
- 41.3.5 which is disclosed to a related party, service provider, or professional advisor where it is necessary to make that disclosure and the related party, service provider or professional advisor receiving the confidential information –
- 41.3.5.1 has been made aware of the confidentiality provisions set out in this Agreement; and
- 41.3.5.2 needs to know that information for the purposes of performing obligations or exercising rights under this Agreement or any Trade.

## 42. MARKET INFORMATION

- 42.1** You acknowledge and agree that where we display market data and other purely factual information on the Trading Platform ("Market Information") that –
- 42.1.1** we do not endorse or approve the Market Information and such information is provided only as a service for your convenience;
- 42.1.2** we do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information;



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**42.1.3 we do not warrant any results from your use or from your reliance on the Market Information;**

**42.1.4 we are not obliged to update any information or opinions contained in the Market Information and we may discontinue offering Market Information at any time;**

**42.1.5 we will not be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information; and**

**42.1.6 you will not redistribute or facilitate the redistribution of Market Information to any third-party.**

## 43. FICA COMPLIANCE

43.1 FICA obliges us to take steps to prevent money laundering. Therefore, we will need to verify your identity before we open your Account and allow you to access the Portal and the Trading Platform. Information we deem necessary will be requested from you at the time you submit your Real Account Registration Form. We reserve the right to request any further information at any time should we deem it necessary.

43.2 In line with our FICA obligations, we will monitor funds moving into and out of your Account and may, if necessary, notify the Financial Intelligence Centre of suspicious and unusual transactions and suspicious movements of funds.

43.3 We have the right to suspend your Account, and if necessary close your Account if we believe that you are depositing and withdrawing funds from your Account for any purposes other than in terms of this Agreement, and for use on the Trading Platform.

## 44. SUPPORT

Both you and QuickTrade undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

## 45. NOTICES AND DOMICILIA

45.1 This clause governs how notices may be given by you to QuickTrade. Any notice from QuickTrade to you made under or in connection with this Agreement may be made verbally or in writing in notices or other communications.

45.2 QuickTrade chooses the physical address, telephone numbers and email address below as the addresses to which you may send any notice to QuickTrade.

### Physical Address

Office 104, Floor 5, WeWork South Africa (Pty) Ltd - The Link, 173 Oxford Rd, Rosebank, Johannesburg, 2196

### Telephone Number

011 315 1000

### Email Address

hardus@quicktrade.co.za

Marked for the attention of: **Hardus Van Pletsen**

45.3 You choose the physical address, telephone numbers and email address set out in your Real Account Registration Form as the addresses to which we may send any notice to you.



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- 45.4 You acknowledge and confirm that any notice from QuickTrade made under or in connection with the Agreement may be made verbally or in writing in notices or other communications to your last known home address, place of work, land line telephone number, mobile phone, fax number, email address or other contract details, as provided by you in your Real Account Registration Form or as subsequently amended by you.**
- 45.5 It is your responsibility to ensure that we have been notified of your current and correct address and contact details. You must update your contact details by logging onto our Portal or by sending an email with your new contact details to [fica@quicktrade.co.za](mailto:fica@quicktrade.co.za).
- 45.6 Any notice shall be deemed to have been duly given if -**
- 45.6.1 it was left at your last known home or work address; or**
- 45.6.2 it was given by leaving a telephone or mobile phone or voice mail message, one hour after the message was left; or**
- 45.6.3 it was sent by post, on the business day after the subsequent business day after posting; or**
- 45.6.4 it was sent by private post, or courier, on the next business day after posting; or**
- 45.6.5 it was sent by email, one hour after sending to the email address of record. A “bounce back” or other form of rejection from the server or host domain of your email address of record will not serve as a basis to contest receipt where the “bounce back” or other form of rejection was through no fault of QuickTrade or otherwise attributable to the QuickTrade computer systems.**
- 45.7 Notwithstanding the above, any notice given in writing, and actually received by you, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 45.
- 45.8 In respect of the service of legal process -
- 45.8.1 QuickTrade chooses its physical address of Office 104, Floor 5, WeWork South Africa (Pty) Ltd – The Link, 173 Oxford Road, Rosebank, Johannesburg, 2196 at which address it will accept legal process and at which address other documents in legal proceedings in connection with this Agreement may be served; and
- 45.8.2 you choose your physical address set out in your Real Account Registration Form, at which address you will accept legal process and at which address other documents in legal proceedings in connection with this Agreement may be served.

## 46. BENEFIT OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of QuickTrade and you.

## 47. APPLICABLE LAW AND JURISDICTION

- 47.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 47.2 You hereby consent and submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa in any contractual dispute arising from or in connection with this Agreement.





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## 48. GENERAL

### 48.1 Whole Agreement

48.1.1 This Agreement constitutes the whole of the agreement between QuickTrade and you relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either QuickTrade or you.

48.1.2 This Agreement supersedes and replaces any and all agreements between QuickTrade and you and undertakings given to or on behalf of QuickTrade and you in relation to the subject matter hereof.

### 48.2 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either QuickTrade or you to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either QuickTrade or you arising from this Agreement and no single or partial exercise of any right by either QuickTrade or you under this Agreement, shall in any circumstances be construed to be an implied consent or election by QuickTrade or you (as applicable) or operate as a waiver or a novation of or otherwise affect any of QuickTrade's or your rights in terms of or arising from this Agreement or estop or preclude QuickTrade or you from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either QuickTrade or you in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

### 48.3 No Waiver or Suspension of Rights

No waiver, suspension or postponement by either QuickTrade or you of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by QuickTrade or you (as applicable). Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

### 48.4 Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. QuickTrade and you declare that it is our and your intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

### 48.5 Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement 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.

### 48.6 Assignment

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by you without the prior signed written consent of QuickTrade. QuickTrade may, unilaterally assign or cede any part of its rights or obligations under this Agreement to any third party in its absolute discretion.



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#### 48.7 Undertakings by trustees

48.7.1 If you are a trustee acting on behalf of a trust, then –

48.7.1.1 you undertake to notify us immediately if –

48.7.1.1.1 you cease to be the sole trustee of the trust; or

48.7.1.1.2 if there are 2 (two) or more trustees, and any other trustees ceases to be a trustee of the trust; or

48.7.1.1.3 the trust is terminated or for any other reasons ceases to exist; or

48.7.1.1.4 you become aware of any breach of trust, and

48.7.1.2 you will not make any distribution of any capital of the trust which would result in the trust having insufficient assets to meet the trust's liabilities owing under any Trade or this Agreement.