



**QUICKTRADE**  
START TRADING TODAY

+27 (0)11 315 1000

hello@quicktrade.co.za  
www.quicktrade.co.za

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



JUNE 2022

## 1 AMENDMENTS TO CLIENT AGREEMENT AND LEGAL POLICIES

- 1.1 Our Client Agreement and Legal Policies have been amended in terms of clause 34 of the Client Agreement. This notice contains a summary of the latest changes to the Client Agreement and Legal Policies (“**Notice**”). The new Client Agreement and new Legal Policies (“**New Agreement**”) will be sent to you and published on the Website, and will take effect **10 (ten) business days** after the date on which they are delivered to you and/or published on the Website (**10 August 2022**) (“**effective date**”). From the effective date, our relationship and your Transactions will be governed by this New Agreement.
- 1.2 Capitalised terms used but not defined in this Notice have the same meaning given to those terms in the Client Agreement as read with the Legal Policies.

## 2 SUMMARY OF MATERIAL AMENDMENTS TO THE CLIENT AGREEMENT AND LEGAL POLICIES

- 2.1 QuickTrade is now licensed by the Financial Sector Conduct Authority to act as an authorised over-the-counter derivatives provider (“**ODP**”) under the Financial Markets Act, 2012 (“**FMA**”). We have had to make changes to the Client Agreement in order to comply with the requirements imposed on us under the FMA and the ODP Code of Conduct. The material changes are summarised below:
- (1) **Our ODP licence:** We have made changes to clause 2.3 and 2.4 of the Client Agreement to incorporate references to our ODP licence.
  - (2) **Questionnaire:** You must now complete an Appropriateness and Suitability Questionnaire in accordance with clause 7.4 of the Agreement. This is required by section 5 of the ODP Code of Conduct.
  - (3) **Client categorisation:** At clause 2.5 of the Client Agreement you are categorised as a “client” for purposes of section 4 of the ODP Code of Conduct.
  - (4) **Risk warnings:** At clause 3.5 and clause 4.1 of the Client Agreement we have made additional risk disclosures that OTC CFDs may not be appropriate for you. This is required by section 5 of the ODP Code of Conduct.
  - (5) **Payment clearing delays:** At clause 9.7 of the Client Agreement we have confirmed that you may only Trade once your payment of the Margin Requirement has been deposited and cleared into our bank account, and thereafter credited to your Account.
  - (6) **Valuation Policy:** 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. This is to comply with section 7(f) of the ODP Code of Conduct. Our new valuation process is set out in detail in the Valuation Policy published on our Website.
  - (7) **Spreads and Commissions:** At clause 16.1 and 16.3 of the Client Agreement we explain the basis of calculation of the spreads and commissions we charge you as required by section 6(f) of the ODP Code of Conduct. These calculations are set out in the **Tradeable Instruments Schedule** published on the Website, as amended in our sole discretion.
  - (8) **Fees and Charges:** At clause 16.2 and 16.3 of the Client Agreement we explain the basis of calculation of the fees, charges and expenses we charge you as required by section 6(f) of the Code of Conduct. These calculations are set out in the **Summary Fee Schedule** published on the Website, as amended in our sole discretion from time to time.



**QUICKTRADE**  
START TRADING TODAY

+27 (0)11 315 1000

hello@quicktrade.co.za  
www.quicktrade.co.za

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



(9) **Trade Reporting:** At clause 17 of the Client Agreement we disclose to you that we may be required in terms of section 7(f) of the ODP Code of Conduct to report information about your Trades to a licensed Trade Repository and you grant your consent to such reporting.

2.2 In order to comply with our obligations under the Protection of Personal Information Act, 2013 (“**POPIA**”), we have made certain changes to our Client Agreement and the Legal Policies. The material changes are summarised below:

(1) **Data Retention and Privacy:** At clause 40.4 of the Client Agreement you give consent that we may use your Personal Information for various purposes, including for marketing our services to you via electronic communications such as email and text messages. At clause 40.5 Client Agreement you agree that we may disclose your Personal Information to third parties and regulatory bodies in order to comply with applicable laws. At clause 40.6 Client Agreement you agree that your Personal Information and special personal information (as defined in POPIA) may be transferred and used in countries outside of the Republic of South Africa, including without limitation, Botswana.

(2) **Privacy Policy, Website Terms and Privacy Policy, and the Manual under the Promotion of Access to Information Act, 2000 (“PAIA Manual”):** These Legal Policies have also been updated to align with POPIA.

2.3 In order to comply with the Financial Intelligence Centre Act, 2001 (“**FICA**”), we have made certain changes to the Client Agreement. The material changes are summarised below:

(1) **Withdrawal requests:** At clause 23.4.1 and clause 43.1 of the Client Agreement we have stipulated that if you do not provide the required information, documentation or other particulars which we request to process a withdrawal request, we will not be obliged to process the withdrawal. This ensures that we are able to meet our ongoing due diligence obligations under FICA, amongst other things.

(2) **Uploading FICA documents:** At clause 43.4 of the Client Agreement we explain how you may contact us or seek the support of our FICA team and Technical Support Consultants to assist you with the FICA process.

2.4 New definitions have, where necessary, been inserted at clause 1.1 of the Client Agreement in order to give effect to the amendments set out in paragraphs 2.1 to 2.3 of this Notice.

### 3 SUMMARY OF MATERIAL AMENDMENTS MADE TO THE INTRODUCING BROKER AGREEMENT

3.1 The referral fees we pay you as an Introducing Broker are now calculated in accordance with the Commission Rules of the IB Campaign assigned to you, as published on the Portal. The material amendments to the Introducing Broker Agreement are summarised as follows:

(1) **Referral fees:** At clause 5, as read together with clauses 2.4, 2.7 and 2.20 of the Introducing Broker Agreement, we explain that the referral fees are now calculated in accordance with the formula set out in the Commission Rules of the IB Campaign assigned to you as published on the Portal, as may be amended in our sole discretion from time to time.

(2) **Annexure A:** Annexure A to the Introducing Broker Agreement has been deleted.

3.2 New definitions have, where necessary, been inserted at clause 2 of the Introducing Broker Agreement in order to give effect to the amendments set out in paragraph 3.1 of this Notice.



**QUICKTRADE**  
START TRADING TODAY

+27 (0)11 315 1000

hello@quicktrade.co.za  
www.quicktrade.co.za

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



## 4 ACCEPTANCE

- 4.1 If you are not in agreement with the New Agreement, you may give us **10 (ten)** Business Days written notice to cancel the current Client Agreement and discontinue using our services by sending an email to **hardus@quicktrade.co.za** which notice must be received by us on or before the effective date.
- 4.2 If you do not give notice to cancel the New Agreement and close your Account on or before the effective date, then you are deemed to have accepted the New Agreement and if you continue to enter into Transactions and use the Trading Platform after the effective date you are deemed to have accepted and will be bound by the terms and conditions of the New Agreement.
- 4.3 If you have any queries please feel free to contact us at **hardus@quicktrade.co.za** or via the Trading Platform.