

GO Markets Pty Ltd (MU)

PAMM Trading Account Terms and Conditions

VERSION: MARCH 2024

GO Markets Pty Ltd (MU) is a registered Global Business Company (Company No. 170969) and is authorised and regulated by the Financial Services Commission (FSC) of Mauritius as an Investment Dealer (Full-Service Dealer, excluding Underwriting) (Licence number GB19024896).

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GO MARKETS

first choice for trading

GO MARKETS PTY LTD, MAURITIUS – PAMM TRADING ACCOUNT TERMS AND CONDITIONS

1. Introduction

GO Markets Pty Ltd (MU) (“GO Markets”, the “Company”, “we”, “our”, “us”) is as of the 20th of February 2020 registered under Global Business Company Category and holds licence number GB19024896 as an Investment Dealer (Full-Service Dealer, excluding Underwriting) from the Financial Securities Commission, Mauritius.

This Terms and Conditions (hereinafter the “Terms”) sets out the specific terms that will apply to you (the “Client”) when using the PAMM trading offered by GO Markets on its Platform. These Terms apply to you in addition to the legal documents including Terms and Conditions, which apply to all of our services and not just to PAMM Trading. If a term of this Terms conflicts with or differs from a term in the General Terms and Conditions, this Terms will apply.

By accepting these Terms, you unconditionally acknowledge that you have read, understood, and intend to be legally bound by these terms as well as the legal documents including Terms and Conditions that apply to your trading account as those can be found on the Company’s website.

2. General

- 2.1 ‘Client’ means a natural or legal person or entity who has registered on the GO Markets Trading platform and is subsequently approved by GO Markets pursuant to this Agreement to whom GO Markets provides Financial Services for a fee. The account and/or documents of the relevant person or entity have been verified and met all the requirements, including the KYC / AML policies of GO Markets to qualify for an account and no violations, drawbacks or abuses have been found out by it, provided that:
- a. such natural or legal person or entity has not already been registered to the Website/Portal, including through registration under a different name or through a different identity.
 - b. In no way will a computer-generated user (such as a robot, spider, computer script, etc.) be considered a client.
- 2.2 The Company provides the PAMM Trading services by offering Client access to the Platform functionality, which provides the Client an opportunity to manage, follow, copy and invest in the trading strategy of a chosen Money Manager for a fee. The Client is responsible for choosing the Money Manager and voluntarily selects the Manager at their own risk. All decisions are a personal matter for each potential client and are received without any recommendation or solicitation by the Company. The Company bears no responsibility for the actions of the chosen Money Manager.
- 2.3 The Money Manager is not an employee or a contractor or an agent of the Company and is not affiliated with the Company in any other way. The Company does not authorize the Money Manager to promote the services provided by the Company or to solicit any third parties to make investments.
- 2.4 The Company does not provide asset management, portfolio management, personalised investment recommendations or advisory services to the Clients within the scope of the PAMM Trading Account services. Any information provided by the Company to the Clients with regards to the PAMM Trading activity is not, and should not be, considered as advice of any kind.

- 2.5 Clients may not interfere in the trading operations of the Money Manager or challenge their trading strategy.
- 2.6 The Money Manager cannot influence the process of deposits and withdrawal from the client's account, which is carried out by the Company solely upon the request of the client.
- 2.7 All calculations, settlements and remittances on the PAMM Trading Account related to the Fees and distribution of profit are performed solely by the Company.
- 2.8 The Company has no obligation to reveal any personal information about the Money Manager to the client.
- 2.9 Approval to become a Money Manager is subject to the appropriate registration and confirmation by the Company.
- 2.10 The Company reserves the right to pause, stop or block any Money Manager from being listed or any Client from following the trading activity of the Money Manager at any time upon its sole discretion. The Company shall not be obliged to give reasons for such a decision.

3. PAMM Trading Account

- 3.1 To avail the PAMM Trading services, both the Client and the Money Manager are required to accept these Terms and Conditions during the registration process as a Money Manager or an Investor respectively.
- 3.2 By acknowledging this document, the Client and the Money Manager shall be deemed to have unconditionally accepted these Terms and Conditions.
- 3.3 Following the registration, the Clients will receive a confirmation email and detailed manual containing instructions about how to use and operate the PAMM Trading Account services.
- 3.4 All successfully registered and approved PAMM Trading Accounts shall appear in a public list of PAMM Trading Accounts published on the Website and made available for clients to choose a Money Manager.
- 3.5 PAMM Trading Account which has not been used for trading activity for longer than 6 (six) months shall be removed from the list of active PAMM Trading Accounts published on the Website.
- 3.6 The name and description of the PAMM Trading Account must not contain any of the following:
 - Obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic slurs;
 - Guarantees of profits or other promises;
 - Direct or indirect references to the Company's competitors;

- Names of government bodies or officials;
 - References to other PAMM Trading Accounts.
- 3.7 The Company reserves the right to change the name of the PAMM Trading Account at its own discretion and without prior warning.
- 3.8 The Company reserves the right to decline a deposit into the PAMM Trading Account without prior notice or explanation when:
- Fraudulent activity is suspected;
 - The Client's username contains elements as set out in Clause 3.6 and the Company's request to change that username has not been satisfied;
 - The Company deems it necessary under the circumstances.
- 3.9 Client by choosing a Money Manager for the purpose of PAMM trading services confirms that he/she understands and accepts the nature of inherent risks in the OTC foreign exchange market. The Company therefore states to the client that it does not and will not guarantee the recurrence of rates of return that have been made by the Money Manager in the past.
- 3.10 Clients should fund their account with an amount equal to or higher than the Minimum Deposit and allocate through the Platform part or all the deposited funds to the chosen Money Manager for copying the trades.
- 3.11 A Copy Trader's position in respect to orders requested or executed with any of the financial instruments offered by the Company, shall be copied in a pro rata propositional to equity amounts.
- 3.12 The Client shall be charged one or more of the following Fees for the execution of the trade copy orders by the Company:
- Performance Fee;
 - Deposit Fee;
 - Withdrawal Fee;
 - Any other fees as may be introduced by the Company.
- 3.13 The Fees shall be calculated as set out in the fee schedule published on the Website. The Fees shall be charged automatically by the Platform.
- 3.14 By applying for the PAMM Trading Account, the Client confirms that they:
- a. have all the power and authority to abide by these Terms and understands the significance and consequences of their own actions;
 - b. Assume responsibility for enforcing the provisions of these Terms;
 - c. Are suitable for receiving the PAMM Trading Account services;
 - d. Agrees to, and accepts the leverage used by the chosen Money Manager and the restrictions which may be applied to the PAMM Trading Account;
- 3.15 The Client remains, at all times, solely responsible for both monitoring, selecting and assessing the suitability of one or more Money Managers' strategies he/ she chooses to copy, and Client shall be able to simultaneously copy a maximum number of Strategies based on margin availability. The Strategies do not contain and should not be construed as containing investment advice or an investment recommendation or, an offer of or solicitation for entering any trades.

- 3.16 Company reserves the right to stop a Money Manager, account, portfolio and/or strategy, at its sole and absolute discretion and to block any Money Manager's account, portfolio and/or strategy from being copied.
- 3.17 Other than the costs referred to within the Client Agreement and Trading specifications incorporated to the Company's website and Client Trading Platform, there will be no additional costs incurred by the client for the PAMM Trading service.

4 Representations and Warranties

- 4.1 The Client represents and warrants that:
- a. Carrying out trading activities on the PAMM Trading Account does not violate the requirements of any applicable law (including but not limited to currency, taxation, civil (commercial), banking or any other legislation) of the country of residence of the Client.
 - b. The Client has thoroughly reviewed the Terms, other Company legal documents and that he or she understands their contents and meaning.
 - c. The Client understands and acknowledges that Trading forex, derivatives and leveraged products carries a high level of risk, including the risk of losing substantially more than initial investment;
 - d. All personal data submitted by the Client to the Company is valid and accurate.
 - e. These PAMM Trading Account Terms shall at all times constitute a legal, valid and binding obligation on the Client.
- 4.2 In addition to the representations and warranties set out in Clause 4.1, the Client registered by the Company as the Money Manager represents and warrants that he:
- a. Has a practical trading experience in the Financial Derivatives.
The Money Manager needs to prove his practical Experience like a "Suitability Assessment" or describe his experience which make him a suitable candidate.
 - b. Completely understands the meaning of his activities performed in the capacity of the Money Manager and acknowledges the legal consequences thereof.
 - c. Shall carry out activities aimed and focused at increasing the PAMM Trading Account's Equity.
 - d. Shall operate in good faith.
 - e. Shall assure full confidentiality of access details to the PAMM Trading Account.
 - f. Shall not "churn the trading account" (or in other words open and close many trades for the purpose of gaining commission / rebates / fees).
 - g. In his relations with third parties the Client registered by the Company as the Money Manager undertakes:
 - i. Not to use the Company's name, trademark, logo or any other intellectual property in any documents, websites or any other material without the prior written consent of the Company;
 - ii. Not to write and/or distribute and/or assist in writing and distribution of any materials concerning the Company (notes, articles, etc.) to any printed and electronic media (including but not limited to blogs, Internet forums, etc.) without prior written consent of the Company;

- iii. Not to give any guarantees and/or make any promises, any statements and/or representations on behalf of the Company regarding the PAMM Trading Account, particularly, using the Company' name and/or trademark of the Company;
 - iv. Not to make any false or misleading statement about his/her PAMM Trading Account;
 - v. Not to make any other actions which may cause any damage to the Company or entail any claims against the Company laid by third parties;
 - vi. Not to make any claim to the Company for any costs incurred by the Money Manager;
 - vii. To disclose to the Company details of any investigation by any regulatory body/authority into the Money Manager's affairs and the details of any past investigation into the Money Manager's affairs by any regulatory body/authority and details of any sanctions or penalties imposed on the Money Manager by any legal or regulatory body/authority within the past 5 (five) years;
 - viii. Not to represent himself as the Company's affiliate or agent or contractor or employee, publicly or otherwise, in contracts and agreements either verbally or in writing;
 - ix. Not to assume any obligations before third parties on behalf of the Company and shall not put the Company under any obligations;
 - x. To resolve all disputes and claims from third parties related to his activities in the capacity of Money Manager individually, using his own efforts and at his own expense.
 - xi. If in the result of the Money Manager's failure to fulfil any of the obligations listed in Clauses 13.2 and 13.3, any claims or actions laid against the Company, the Money Manager undertakes to reimburse all the costs incurred by the Company in full measure. In such events, all Money Managers' withdrawal requests will be cancelled by the Company and will not be executed until the full resolution of all the disputes.
- h. In addition to the representations and warranties set out in Clause 4.1 the Money Manager specifically assures and agrees that he:
- Will check the PAMM Trading Account every day by either logging into his account at the Platform or at least checking the statement sent to him automatically every day via email;
 - Is fully responsible for the performance of his PAMM Trading Account
- i. Will immediately notify the Company if he is unable to login to the Client Area and/or his account at the Platform and/or is not receiving the email communications, so that the Company could rectify the situation;
- j. Will not reveal the credentials (password, id) of his PAMM Trading Account and will not give access to any third party;

5 Company's Representations and Warranties

5.1 The Company represents and warrants that it:

- a. Doesn't take part in the management of the PAMM Trading Account, but only provides access to the Platform functionality and information resources required for copying the trade signals generated by the Money Manager.
- b. Is not an investment advisor and it does not give any recommendations regarding management of the PAMM Trading Account.
- c. Does not give any instructions or consultations, particularly in analytical materials published by the experts of the Company on the Website, which in no case should be qualified as management

recommendations, as well as pieces of advice, consultations, or recommendations regarding any types of investments.

- d. Exclusively controls the correctness of calculation and settlements between the Company and the Clients and between the Clients and the Money Manager as set out in these PAMM Trading Account Terms.
- e. Shall continue to be committed to exercising reasonable endeavours to monitor the performance of Money Manager's account, portfolio and/or strategy, against parameters established by it, which may include, risk behaviour, performance, profitability, drawdown and any other parameters deemed relevant by Company. All performance-related data are automatically updated and can be accessed through the Client Trading platform

6 Risk Considerations

- 6.1 Any positive or negative consequences of the execution of the Copy Orders under these PAMM Trading Account Terms shall have a direct effect solely on the Client. While providing the PAMM Trading Account services, the Company bears no responsibility for the actions of the Clients including the Clients registered as Money Managers.
- 6.2 By instructing the Company to execute the Copy Orders the Client confirms that he understands and accepts the inseparable risks associated with trading in Financial Derivatives.
- 6.3 The Company is not responsible for the competency of the Money Manager, his business and ethic merits and bears no responsibility to the Clients for any possible loss or lost profit.
- 6.4 The Company is not responsible for ensuring that the Money Manager is licensed or authorised (if required) to carry out the activities contemplated by these PAMM Trading Account Terms.
- 6.5 The Company expressly states to the Client that it does not guarantee profit or the recurrence of rates of return that have been made by the Money Manager in the past and warns that no positive record of trading strategy implementation ensures the repeat of trading success in the future.
- 6.6 The Client bears financial responsibility for any negative Equity incurred on the account as a result of execution of Copy Orders by the Company.
- 6.7 The Client accepts full responsibility for any and all financial losses such as direct losses or profit losses resulting from the following risks:
 - a. Risk that the Money Manager does not possess the necessary qualification (if required) or knowledge necessary to carry out trading activities.
 - b. Risk that the Money Manager may carry out fraudulent operations using the Platform functionality.
 - c. Risk that the Money Manager may lose control over the PAMM Trading Account and third parties may gain access to the PAMM Trading Account.
 - d. Risk that the Client may misunderstand or misinterpret these Terms.
 - e. Risk of unforeseen delays in transfers between the Account and the PAMM Trading Account or late execution of deposit/withdrawal instructions by the Company.
 - f. Risk of the PAMM Trading Account's closure.
- 6.8 Under no circumstances does the Company bear responsibility for the consequences of such risks listed in the Clause 6.7 above.

- 6.9 The Company will not accept any complaints nor compensation request for the performance of the Money Manager.
- 6.10 The Company gives no warranty as to the performance and/or profitability of the Client's trading decisions including the performance of any investment, portfolio or strategy followed by Money Manager(s).
- 6.11 The Company shall not be liable for any loss suffered by the Client in connection with the Services it provides to the Client under this Agreement unless such loss arises directly from the gross negligence or fraud of the Company.
- 6.12 It is provided that the Company shall not be liable to the Client or any other person for any consequential, circumstantial, special or indirect damages (including without prejudice to the generality of the aforementioned, loss of profit, loss of opportunity, commercial losses and damages) which are incurred by the Client in connection with this Agreement.
- 6.13 The Company will not be under any duty to provide the Client with any legal, tax other advice relating to any Transaction or to the use of these Services. The Client may wish to seek independent advice before entering into a Transaction or use of these Services.
- 6.14 The Company does not guarantee the reviewing and monitoring of all content posted through any of the Company's websites, application and/or any network status/posts/blogs/forum and any other communications and/or content options available by the Company and the Company does not in any manner encourage, support, verify or agree with any such content that has not been reviewed or monitored.
- 6.15 The Company provides the PAMM Trading Features for information purposes only and neither the Company nor its affiliates and/or employees and/or agents are investment or financial experts and advisers and any information is provided solely to enable the Client to make his own investment decisions and does not amount to investment, tax legal or other advice or unsolicited financial promotions to the Client and the client at his own risk is solely responsible for any investment decision, strategy and actions and/or losses sustained as a result of his own actions.
- 6.16 The Client is solely responsible to seek independent advice prior to using any of the Services provided under this Agreement and in determining whether the Services under this Agreement are appropriate and/or suitable to the Client.
- 6.17 Information of the previous/past performance of a Financial Instrument it is not a guarantee for its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers nor that any account will likely achieve profits or losses similar to those applied by and shown in the Money Manager(s) account.
- 6.18 The client is warned that Slippage may occur when trading in Financial Instruments and the Company does not guarantee that the trade will be filled at the order price/stop loss specified in the account of the Money Manager(s) and all orders will be filled at the available market price available to us that may or may not match the requested order price.

7 Liability and Indemnity

- 7.1 The Company acts exclusively as the provider of the technical facilities and access to the Platform (acting directly or through its counteragents). The Company shall by no means bear any responsibility for profitability or losses of any trading operations performed on the PAMM Trading Account.
- 7.2 The Company reserves the right to make proper enquiries of the Money Manager and/or relevant regulatory authorities to establish that the Money Manager does hold any required permissions. At the request of the Company, the Money Manager shall supply details and evidence to the Company of his legal and/or regulatory status and of the licensing and/or authorisation requirements applicable to his or her activities (if any).
- 7.3 If the Company discovers that the Money Manager is procuring losses and/or damages to the Company, then it reserves at its sole discretion the right to:
- Inform the Clients, who have instructed the Company to copy the trade signals of that Money Manager, and/or
 - Suspend the trading activity of the Money Manager, and/or
 - Close the PAMM Trading Account and block the operations of the Money Manager, and/or
 - Decline paying the Performance Fee or any other Fee to the Money Manager, and/or
 - Use the Performance Fee or any other Fee to compensate the Company's losses of any kind resulting from the actions of the Money Manager.
- 7.4 The Client (including the Client acting in the capacity of the Money Manager) hereby agrees to indemnify and hold harmless the Company, its affiliates, partners, co-owners, contractors and each of the respective directors, officers, agents, representatives, employees and invitees against any losses, damages, claims, expenses, liabilities, demands, costs of any kind or nature whatsoever (including all consequential, direct, indirect, special or incidental loss or punitive.
- 7.5 damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of goodwill, injury to reputation or loss of business opportunity)) (collectively the **"Losses"**) that may be incurred by the Company and/or them as a result of:
- The Company acting in good faith while providing the PAMM Trading Account services based on instructions or communication which objectively appear to originate from the Client (the Money Manager) or a person authorised by the Client (the Money Manager);
 - Any act or omission of the Client (the Money Manager) or any of his employees or representatives or agents acting on their behalf;
 - Any false or misleading information or declaration provided or made by the Client (the Money Manager) either to the Company or to any third party;
 - The Company acting in compliance with any direction, request or requirement of any regulatory authority or government body; regardless of whether any such Losses in question were foreseeable or not.
- 7.6 The indemnity given in Clause 7.4 shall not be construed as implying any exclusion of or limitation on any contractual liability which the Money Manager may incur under these PAMM Trading Account Terms and is without prejudice to any other rights or remedies of the Company, whether under these Terms or otherwise.

7.7 The indemnity given in Clause 7.4 extends to the Company's legal, administrative, and other professional fees, costs and expenses incurred in respect of taking any legal or investigatory action against the Client (the Money Manager), or instructing any debt collection agency, to recover monies owed by the Client (the Money Manager) to the Company.

7.8 The indemnity given in Clause 7.4 shall survive the closure of the PAMM Trading Account and termination of the PAMM Trading Account services.

8 Confidentiality

8.1 By entering into this agreement and accepting these Terms and Conditions, you acknowledge that you have read and understood the Company's Privacy Policy, available on the Company's website.

8.2 The Company may collect client information directly from the Client (in his completed Copy Trade Assessment Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

8.3 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the PAMM trading Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

8.4 The Company does not disclose to the Money Manager any information about the Client, who has authorised the Company to copy his trade signals except the Platform reference of such Client's Account.

8.5 The Company does not disclose to the Client any information about the Money Manager, except the name and number of his PAMM Trading Account and the information located in the relevant section of the Website.

8.6 The Company does not disclose to any third party any information about the Client and/or the Money Manager except cases when such disclosure is binding upon the Company by virtue of Applicable Laws and Regulations.

9 Governing Law and Jurisdiction

9.1 This Agreement is governed by the Laws of the Republic of Mauritius.

9.2 All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Company, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

10 Other Provisions

- 10.1 Client's registration as a Money Manager does not entail any changes in the basic status of the Client. The Money Manager is not an investment manager or investment advisor or portfolio manager or an agent or employee or contractor of the Company. In respect to the Money Manager and the Client, who has instructed the Company to copy his trade signals, any and all provisions of the Terms apply as well as all regulatory documents of the Company which are applicable to the Clients. The application of such documents to the Money Manager and the Client, who has instructed the Company to copy his trade signals, is carried out without any waivers, except those permitted according to these PAMM Trading Account Terms.
- 10.2 If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the applicable law and regulations of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms nor the legality, validity or enforceability of such provision under the applicable laws and regulations of any other jurisdiction shall in any way be affected or impaired.
- 10.3 The Company will not accept any complaints nor compensation request for the performance of the PAMM Trading Account. The client agrees that a Money Manager Strategy's poor performance in itself (i.e., a Strategy falling in value) does not constitute grounds for a complaint that can be upheld. The value of a trade generated by a Strategy fluctuates daily; the fact that a Strategy may perform poorly does not necessarily mean that the Company or the Money Manager acted in negligence. The Company remains committed in exercising all good faith in resolving satisfactorily any concerns, other than the above mentioned, raised by the Client. If the Company receives a complaint, it will be handled as per the dispute resolution procedure as stated in our Disclosure Statement.
- 10.4 Trading Margin Products can create tax implications. Generally, if you make a gain attributable to an exchange rate or price fluctuation then that part of the gain is included in your assessable income. Conversely, if you make a loss attributable to an exchange rate or price fluctuation then that part of the loss is deducted from your assessable income. However, the taxation laws are complex and vary depending on your personal circumstance and the purpose of your currency trading. Accordingly, you should discuss any taxation questions you may have with your tax adviser before using our products.

11 Term and Termination

- 11.1 These Terms become effective on the date the client or Money Manager accepted them and shall continue indefinitely until terminated by the client or the Money Manager.
- 11.2 The agreement may be immediately terminated, at any time, in accordance with the provisions set out in the terms of the agreement.