

GO Markets Pty Ltd (MU)

Affiliate Program Agreement

Version April 2025

Company No. 170969 GBC
Investment Dealer (Full-Service Dealer Excluding Underwriting)
Licence GB19024896

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GO MARKETS
first choice for trading

Date of Agreement:
Month / Day / Year

PRINCIPAL DETAILS

Name: GO Markets Pty Ltd (MU)
Company No: 170969 GBC
licence No: GB19024896
Address: Level 7 Office 12
ICONEBENE
Lot B441, Rue De
L'Institut
Ebene 80817
Mauritius
Phone: +230 460 9303
Fax:
Contact Name:
Contact Email:

AFFILIATE DETAILS

Name of Affiliate: *
Contact Address: *
Contact Name:
(Where the affiliate is a company)
Contact Number: *
(Office Hours)
Contact Number: *
(Outside Office Hours)
Mobile Number: *
Email Address: *
Website Address:

RECITALS

- A. The 'Affiliate' wishes to supply information about the 'Principal' to persons and to refer persons to the 'Principal' for Financial Services.
- B. The Principal agrees to remunerate the Affiliate based on a Cost Per Acquisition (CPA) basis ("the CPA Program") calculated as per the Fee Schedule (Clause 15).

1. DEFINITIONS

In this Agreement:

Affiliate Program: The Affiliates Program is this agreement between GO Markets Pty Ltd (MU) (Principal) and an approved person or entity (Affiliate) to promote the Principal through their digital platforms. For Qualified Clients referred to the Principal by an Affiliate, the Affiliate is remunerated as per the Fee Schedule. The Affiliate Program may be amended from time to time at the Principal's sole and absolute discretion.

Business Day means a day other than Saturday or Sunday on which banks are open for general banking business in Mauritius.

Calendar Month means a period commencing on any day of a calendar month and ending on the corresponding day in the next calendar month but if a corresponding day does not occur in the next calendar month the period shall end on the last day of the next calendar month.

Commencement Date is the date of this agreement.

Confidential Information means all information concerning the organisation, business, finances, clients, suppliers, employees, affairs, transactions, trade secrets, operations, processes or dealings of the Principal which is not in the public domain and which is or may be received by the Affiliate in connection with this Agreement.

Fee Schedule is set out in Clause 15 of this Agreement.

Financial Services means any products or services the Principal is authorised to supply pursuant to the FSC Licence.

FSC means the Financial Services Commission in Mauritius.

Legislation means all Acts, Regulations, Codes of Practice and any relevant circular, directive, policy statement and the like issued by any government which apply to the provision of Financial Services.

Month refers to Calendar Month.

Prospective Client means a person referred to the Principal by the Affiliate pursuant to this Agreement and registered with the Principal to provide Financial Services.

Qualifying Trade: The process of opening and closing a position speculating on the movement of a tradeable instrument. Qualifying Trades are those trades executed in FX and Metals only; Index, Commodity, and share CFDs trades are excluded. Qualifying trades must be open for a minimum of 15 minutes, any trade opened and closed within this time will not be considered as a Qualifying Trade.

Qualified Client means a Prospective Client, other than the Affiliate, who:

1. has been or is sourced by the Affiliate and successfully opens a Live Account with GO Markets as identified by your Affiliate ID meeting the defined requirements and makes the required First Time Deposit (FTD) in the account; and
2. has at least 5 closed lots and passed 15 minutes minimum trade length as set out under Clause 15 Fee Schedule; and
3. is not already registered with the Principal, either with the same name or under a different name/identity or a family member or cohabitant or Related Parties of the Affiliate.

Related Parties means (i) any member of your immediate family; (ii) any individual, corporation, partnership, joint venture, trust and any other body corporate or unincorporated organization directly or indirectly controlling, controlled by or under common control with you;

Spread is the difference between the buy price and the sell price of a certain instrument at the time that a Trader opens a position on our Trading Platform;

Terms means these Terms and Conditions, which govern your membership of the Affiliate Program;

Trader means any holder of an Account, including a Qualified Trader;

Trading Platform means the technology platform that we operate to allow Traders to trade foreign exchange, derivatives and other financial products online, including our billing, support, retention and promotion services and activities;

Website means GO Markets and its affiliated companies and subsidiary companies' websites and any other websites that we may create and make available to you from time to time; and

2. AUTHORITY

In this Agreement:

- 2.1 The Principal authorises the Affiliate to provide any person with information about the following ("Information"):
 - a. the Financial Services and or other services provided by the Principal or its representatives and employees;
 - b. any current marketing or promotional material, documents or information about the Principal that has been issued by the Principal and not withdrawn; and
 - c. how to contact the Principal.
- 2.2 When the Affiliate provides "Information" to any person, the Affiliate must not:
 - a. provide any advice regarding the Financial Services to the person;
 - b. publish statements or documents about the Financial Services unless the same have been supplied or approved in writing by the Principal;
 - c. discuss the Terms and Conditions on which the Principal will provide Financial Services to the person; and
 - d. hold out to the person that the Affiliate is authorised to supply Financial Services, on behalf of the Principal.

3. RELATIONSHIP

- 3.1 The Affiliate is the agent of the Client. It refers to the Principal and in that capacity is not the agent of the Principal. The Affiliate is not a partner, employee or representative of the Principal.

- 3.2 Any existing agreements between the Affiliate and the Principal are hereby cancelled except in respect of any pre-existing debts or benefits accrued under them.
- 3.3 The Affiliate must not do or say anything that will or is likely to damage or diminish the Principal's business or reputation. This clause will survive expiry or termination of this Agreement.

4. REMUNERATION

- 4.1 The Principal has a Fee Schedule which will be used to determine the fees payable to the Affiliate
- a. The Principal will only pay fees for the Qualifying Trades executed in the first Account opened by the Qualified Client referred by the Affiliate, as agreed to from time to time by the Principal in accordance with the Fee Schedule detailed in Section 15.
 - b. Any toxic trades (FX or otherwise) through Expert Advisor (EA's) or other automated trading systems will be excluded from earning fees. The Principal may decline to pay fees to the Affiliate in accordance with Clause 4.2(a), if the Principal in its sole discretion, determines that the trades have been done excessively in order to generate fees for the Affiliate without a legitimate intent of the Client to profit from market movements.
 - c. The Principal, in its sole discretion, may decline to pay fees to the Affiliate in accordance with Section 4.2(a), if the Principal determines that the Affiliate has either directly or indirectly, engaged, encouraged or promoted any malpractice, misconduct, unethical behaviour or abuse of the Affiliate Program.
 - d. The principal shall be entitled to deduct and withhold from any fee payable to the Affiliate, any tax or other amount it is required by any law or regulation to do so, and any other amount payable by the Affiliate to the Principal.
 - e. Qualifying trades exclude Index, Commodity and Share CFD trades.
 - f. The Principal will calculate all fees due to the Affiliate which will be made available to the Affiliate at one-month in arrears in a designated account for the Affiliate.
 - g. MAM, PAMM, and Trade Copy accounts are not eligible for CPA compensation.
- 4.2 The Affiliate will only be entitled to fees under Clause 4.2 where the Prospective Client engages the Principal to provide Financial Services and then becomes a Qualified Client of GO Markets.
- 4.3 The Affiliate acknowledges and agrees that under no circumstances will the Principal be liable to a third party for the payment of any commission or other fee, and the Affiliate agrees to indemnify the Principal for all costs, liability, loss, damage or expense that the Principal incurs as a result of any claim or proceeding that is made or threatened or commenced against the Principal by any third party whatsoever.
- 4.4 Amendments to Fee Schedule: the Principal may change the Fee Schedule, at any time and at its sole and absolute discretion, by sending the Affiliate a notice to such effect by email. In the event the Affiliate does not agree to such change, it shall notify the Principal by return email within three (3) business days of receiving such notice from the Principal and the Agreement shall terminate immediately. In the event the Affiliate does not notify the Principal by email within three (3) business days from receipt of the notice, it shall be deemed as an approval by the Affiliate to such change in the Fee Schedule.

The Principal reserves the right, in its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the Fee Schedule, including without limitation, setting any baseline, threshold, minimum deposits/earnings and/ or other requirement(s) for qualifying into the Fee Schedule or for receiving any Fee set out in this Agreement.

5. DOCUMENTATION

Any product, material or document that has been developed or created for the purpose of this Agreement by the Principal is owned by the Principal and, except for the purpose of this Agreement, must not be used by the Affiliate (either solely or in conjunction with a third party) without the prior written consent of the Principal.

6. OBLIGATIONS

6.1 The Affiliate will not hold itself out as being the Principal (by using the GO Markets name or logo to give the impression that it is acting as the principal), an agent of the Principal, or as being associated with the Principal in any way other than the Affiliate relationship established pursuant to Clause 3. Further, the Affiliate will not hold itself out as being authorised to provide Financial Services on behalf of the Principal in any capacity, including via a corporate authorised representative relationship.

6.2 Affiliate's Obligations:

The Affiliate must (and must ensure that their employees and their representatives) do the following:

- a. only provide information which has been approved by the Principal in the form approved by the Principal;
- b. obtain the Principal's written approval before publishing any information or documents (electronically or otherwise) which refer to the Principal;
- c. comply with:
 - i. the Principal's codes of practice, systems, policies and procedures as may be notified from time to time;
 - ii. any reasonable direction of the Principal in respect of the provision of the Financial Services to the Prospective Client; and
 - iii. all relevant Legislation.
- d. disclose to the Prospective Client that the Affiliate will receive a fee from the Principal in respect to the referral of the Prospective Client to the Principal. Disclosure to the Prospective Client must be delivered before the referral of any person to the Principal.
 - i. In particular, the Affiliate must not:
 1. engage in any illegal activity of any type, such as displaying illegal content on your website or in your subscription emails;
 2. actively target or solicit:
 - A. any person who is under the age of 18 years old, regardless of the age of majority in the location where you are engaging in sourcing clients; or
 - B. any resident of the United States or any other country listed in Annex 1 or
 - C. any consumer determined unsuitable for trading CFDs.

6.3 The Affiliate acknowledges that all documents about the Financial Services of the Principal supplied by the Principal remain the property of the Principal and must be returned to the Principal on request.

6.4 The Affiliate undertakes not to trade on behalf of a person unless:

- a. The Affiliate holds an FSC licence with authorisation in (or equivalent regulatory authorisation in its own jurisdiction which permits it to trade on behalf of their clients):

- i. Managed Discretionary Accounts; and
 - ii. the relevant financial products (i.e. derivatives, foreign exchange contracts, securities)
- b. The Principal has agreed in writing that the Affiliate may trade on the person's account; and
- c. For each account held by the person, a Limited Power of Attorney (LPOA) document executed by the person and Affiliate has been submitted to the Principal and the Principal has notified the Affiliate in writing that trading can commence.

6.5 Principal's Obligations:

The Principal must:

- a. provide the Affiliate with any necessary policies, procedures, templates and promotional materials with which it requires the Affiliate to comply or to use;
 - b. inform the Affiliate immediately if the FSC Licence and/or authorisations are terminated, restricted, suspended, made subject to any conditions, or if any investigation is carried out by FSC; and
 - c. maintain adequate professional indemnity insurance cover in relation to the supply of the Financial Services.
- 6.6 If the Affiliate holds an FSC Licence, the Principal will ensure that genuine, express and specific consent to the payment of fees to the Affiliate is obtained from the Prospective Client before trading commences.

6.7 The Principal warrants that:

- a. all information relating to the Affiliates referred persons will be treated as Confidential Information;
- b. holds all qualifications and authorisations necessary or prudent to provide the Financial Services contemplated by this Agreement; and
- c. at the date of this Agreement, it is a holder of an FSC Licence.

6.8 Disclosure

The Affiliate warrants that it has fully disclosed to the Principal all material information and circumstances known to it which would be likely to affect the Principal's decision to enter into this Agreement.

6.9 Indemnity

The Affiliate will indemnify the Principal for any loss or damage sustained by the Principal as a result of any act or omission by the Affiliate or its agents, employees or clients, whether that act or omission constitutes a breach of this Agreement or not. This clause will survive the expiry or termination of this Agreement.

6.10 Confidential Information

Except as required by law or by a regulatory authority, the Affiliate must not divulge, allow to be divulged or make use of any Confidential Information other than for the purposes of this Agreement. This clause will survive the expiry or termination of this Agreement.

6.11 Assignment

A party may not assign, charge or otherwise deal with its rights and obligations under this Agreement in any way without the prior written consent of the other party which shall not be unreasonably withheld.

6.12 Non-Exclusivity

During the term of this Agreement, the Principal or the Affiliate may, or may cause any entity controlled directly or indirectly by either of them, to enter into agreements with other persons for services that are the same as or similar to the services provided by the Principal or the Affiliate under this Agreement.

6.13 Restrictions

All Affiliate activities must be professional, proper and in full compliance with applicable laws and regulations (including any anti-bribery and anti-corruption laws and regulations), and the Affiliate will be solely responsible for the content and manner of its activities. The Affiliate and its website(s) may not be engaged, directly or indirectly, in conduct that the Principal, in its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of the Principal. The Affiliate should not be directly or indirectly including without limitation involved in:

- a. operation of an illegal business or website
- b. engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Affiliates website offering any illegal good or service;
- c. operation of a website that contains or promotes content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that contains or promotes such content; or
- d. engaging in indiscriminate or unsolicited commercial advertising emails.

7. DISPUTE RESOLUTION

- 7.1 The parties must attempt in good faith to resolve any dispute, by negotiation, between them in connection with this Agreement.
- 7.2 If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute, the parties to the Agreement and the dispute expressly agree to endeavour to settle the dispute by mediation administered by the Mauritius body before having recourse to arbitration or litigation.
- 7.3 A party may not commence court proceedings or arbitration (other than an urgent interlocutory application) relating to any dispute arising from this Agreement unless that party has complied with this clause 7.
- 7.4 This Clause 7 shall survive the termination of this Agreement.

8. TERM AND TERMINATION OF AGREEMENT

- 8.1 The Agreement will commence on the Commencement Date, when the Affiliate indicates its acceptance of this Agreement and both parties execute the Agreement accordingly. The Agreement shall continue until terminated in accordance with the terms of this Agreement.
- 8.2 Either party (Principal or Affiliate) may terminate this Agreement at any time, with or without cause, by giving seven (7) business days written notice to the other party.
- 8.3 The Principal shall reserve the right to terminate with immediate effect and without notice, this Agreement if the Affiliate breaches any of the terms of this Agreement. Such termination will be at the sole discretion of the Principal.

8.4 The Principal may also terminate or suspend the Agreement if the Affiliate:

- a. in the reasonable opinion of the Principal, commits any serious or persistent breach of any of the provisions of this agreement or any policy or procedures with which the Principal from time to time requires the Affiliate to comply;
- b. being a corporation, undergoes a material change in its management, control or beneficial ownership; or
- c. is in the reasonable opinion of the Principal, is suspected of engaging in fraud in respect of this Agreement.

8.5 Upon termination of this Agreement, the Affiliate shall no longer be entitled to receive any Affiliate Fee with respect to any new introduced prospective clients.

8.6 Upon termination of this Agreement for any reason, the Affiliate will cease use of, and remove from its website(s), all GO Markets banners, text, links and references within seven (7) business days from the notice of termination. The Affiliate shall pay the Principal US\$1000 for each day such GO Markets banners, text, links and references are not removed from Affiliate's website(s).

8.7 The suspension may operate until the breaches are remedied to the reasonable satisfaction of the Principal. If the Affiliate does not remedy the breach within seven (7) business days of receipt of notification or the breach is not capable of being remedied, the Principal may terminate this Agreement with immediate effect.

8.8 Either party may terminate this Agreement with immediate effect if:

- a. being a corporation, a party goes into liquidation or has a receiver or administrator appointed (whether voluntarily or not) or, being an individual, becomes bankrupt;
- b. a party makes an assignment or composition with its creditors;
- c. a party is convicted of a criminal offence or being a corporation, an officer of a party is convicted of a criminal offence or banned from acting as a director of a corporation;
- d. a party is the subject of a banning order or disqualification from providing Financial Services by the FSC ; or
- e. a party ceases to carry on business or fails to hold a licence or authorisation required to perform its obligations under this Agreement.

8.9 The Affiliate must notify the Principal immediately if any event occurs which would entitle the Principal to terminate this Agreement or suspend the authorities conferred by this Agreement.

8.10 On termination of this Agreement, the Affiliate must:

- a. return to the Principal all forms of documentation, promotional material, policies, procedures and templates which the Principal has provided to the Affiliate for the purpose of this Agreement;
- b. immediately cease providing Information about the Principal or the Financial Services provided by the Principal or its representatives and how to contact the Principal or its representatives;
- c. immediately cease to hold out or represent that it has or had any business relationship with the Principal or is, or was, capable of referring people to the Principal for Financial Services;
- d. immediately pay any money due to the Principal and request payment of any fees due to the Affiliate as at termination of this Agreement and the Affiliate may not make any claim for unpaid remuneration more than one (1) month after the termination of this Agreement; and

- e. not directly or indirectly for twelve (12) months after termination provide services the same or similar to Financial Services or provide information about any other person who provides services the same or similar to Financial Services, to any person to whom the Affiliate has referred the Principal pursuant to this Agreement.

8.11 This Clause 8 shall survive the termination or expiry of this Agreement.

9. NOTICES AND CHANGE OF ADDRESS

9.1 Any notice given under this Agreement must be in writing and, if sent to the last known address or facsimile number of the other party, is deemed to be received:

- a. three (3) business days after the date of posting, if posted;
- b. on the date of sending, if sent by facsimile and the original of the facsimile is immediately posted to the recipient and received in accordance with 9.1 (a); or
- c. on the next succeeding business day, if received or deemed to be received on a day which is not a business day.

10. PRESUMPTIONS AND INTERPRETATION

10.1 Unless the context otherwise requires:

- a. a word which denotes the singular denotes the plural and vice versa;
- b. any gender denotes the other genders; and
- c. a person includes an individual, a body corporate and a government body.

10.2 Unless the context otherwise requires, a reference to:

- a. any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation;
- b. any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced;
- c. a business day means a day other than Saturday or Sunday on which banks are open for general banking business in Mauritius.

11. SEVERAL OBLIGATIONS

An agreement, warranty, representation, or obligation which binds or benefits two or more persons under this Agreement binds or benefits those persons severally but not jointly.

12. SUCCESSORS AND ASSIGNS

A person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this Agreement.

13. CONSENTS

The Principal may give or withhold an approval or consent to be given under this Agreement in its absolute discretion. The Principal is not obliged to give the Affiliate reasons for giving or withholding consent.

14. MISCELLANEOUS

- 14.1 This Agreement contains the whole agreement between the parties.
- 14.2 Any waiver by the Principal of any one breach or default by the Affiliate will not constitute a waiver of any other breach or default. A waiver by the Principal is only effective if it is in writing.
- 14.3 No variation of the terms of this Agreement will be of any force or effect unless it is in writing and signed by the parties.
- 14.4 If any provision of this Agreement is found to be void, voidable, illegal or otherwise unenforceable, the parties will amend that provision in a manner which reasonably achieves the intention of the parties or, at the discretion of the Principal, that provision may be severed from this Agreement and the remaining provisions of the Agreement will remain in full force and effect.
- 14.5 This Agreement can be executed by each party executing this document or an identical document.
- 14.6 This Agreement is governed by the law of Mauritius. The parties submit to the non-exclusive jurisdiction of the courts of Mauritius and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

15. FEE SCHEDULE

	Minimum Fee (US\$)		
Requirements	Tier 1 Countries	Tier 2 Countries	Tier 3 Countries
a. Opens an account	50	30	10
b. Funds minimum of US\$200 or currency equivalent and places a qualifying trade	100	60	20
c. Opens and closes a minimum of 5 standard FX and Metal Lots	350	210	70
Possible monthly earnings	500	300	100

	Minimum Fee (US\$)		
Affiliate Bonus Plans	Tier 1 Countries	Tier 2 Countries	Tier 3 Countries
a. Bronze: 10-19 New Clients Per Month	60	20	10
b. Silver: 20-29 New Clients Per Month	80	40	15
c. Gold: 30+ New Clients Per Month	100	60	20
Possible monthly earnings	600	360	45

Tier 1 Countries	Tier 2 Countries	Tier 3 Countries
Denmark	Hong Kong	Thailand
Norway	Kuwait	Indonesia
Switzerland	Saudi Arabia	Brazil
United Arab Emirates		Estonia
United Kingdom		Sri Lanka
		Mongolia
		Latvia
		Rest of the World *

- Countries may be excluded without notice;
- Existing clients of the Principal are excluded from the Affiliate program; and
- Solicitation of prospective clients through email and any form of social media is prohibited, unless approved by the Principal in writing.

EXECUTED as an Agreement

INDIVIDUAL AFFILIATE

Executed By

SIGNATURE OF INDIVIDUAL

NAME (please print)

Date: Month / Day / Year

COMPANY AFFILIATE

Executed for and on behalf of

By executing this Agreement, the signatory warrants that the signatory is duly authorised to execute this Agreement:

SIGNATURE OF DULY AUTHORISED OFFICER

NAME AND POSITION (please print)

Date: Month / Day / Year

PRINCIPAL

Executed on behalf of GO Markets Pty Ltd (MU)

SIGNATURE OF AUTHORISED OFFICER

NAME (please print)

Date: Month / Day / Year

Annex 1 – Banned Countries Afghanistan Algeria Azerbaijan Albania Anguilla Angola Antigua and Barbuda Belarus Bosnia-Herzegovina Bulgaria Burundi Barbados British Virgin Islands Burkina Faso Cameroon Central African Rep Cuba Congo (Brazzaville) Costa Rica Cote D'Ivoire Cambodia Cayman Islands China Croatia Congo, the Democratic Republic Ethiopia Eritrea Fiji Gaza Strip Guinea Bissau Guinea Haiti Iran Iraq Jamaica Jordan Kenya Kosovo Lebanon Libya Mali Marshall Islands Mauritius Myanmar Monaco	Moldova Mozambique Namibia Nicaragua Nigeria North Korea Palau Montenegro Panama Philippines Russian Federation Samoa Serbia Senegal Sierra Leone Somalia Sudan South Sudan Syria Tanzania Bahamas Trinidad & Tobago Tunisia Turks & Caicos Uzbekistan Uganda Ukraine Venezuela Vanuatu Vietnam West Bank (Palestinian Territory, Occupied) Yemen Zimbabwe	Reason: Regulatory American Samoa Belgium Canada Czech Republic Guam Israel Japan United States United States Virgin Islands
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