

**GO Markets Pty Ltd**

# **Client Referral Agreement**

**Version Date: June 2023 version 002**

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**

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## About GO Markets Pty Ltd

GO Markets Pty Ltd (MU) (“GO Markets”) 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.

### GENERAL TERM

This Agreement contains the terms and conditions on which a person or an entity identified as the ‘Referrer’ agrees to enter into with GO Markets Pty Ltd (MU) in the Form of Agreement.

## 1. Definitions and Interpretations

1.1 **Referrer** – means a person or entity that received confirmation from GO Markets that;

- (i) it has successfully completed the Referrer Application processes,
- (ii) it is included in the Referrer Program, and
- (iii) it has been issued a unique Identification code (ID) in accordance with the terms and conditions of this Agreement.

1.2 **Client** – means a natural or legal person or entity who registered on the GO Markets Trading Platform was referred by the Referrer, identified by the unique Identification code (ID) assigned to the approved Referrer, and subsequently approved by GO Markets pursuant to this Agreement to whom GO Markets provides Financial Services for a fee. That is 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. Neither the Referrer nor any of its Related Parties are eligible to become a client under such Referrer’s unique Identification code (ID), unless it is agreed by GO Markets.
- c. In no way will a computer-generated user (such as a robot, spider, computer script, etc.) be considered a Client.

1.3 **Related Party** - The term Related Party means any immediate family member of the Referrer and / or any natural or legal person, directly or indirectly controlling, being controlled by or under common control with the Referrer.

1.4 **Identification Code (ID)** – the unique identification code, that GO Markets provides exclusively to the Referrer, through which GO Markets tracks Referred clients as well as tracks and calculates the Referrer Remuneration.

1.5 **Tracking URL** – a unique hyperlink to the Website/Portal enabling the Referrer to refer prospective clients to the Website/Portal and GO Markets to identify the Referrer that has referred clients for the purpose of calculating the Referrer Remuneration.

- 1.6 **Referrer Remuneration** – the amount payable to the Referrer in accordance with GO Markets fee schedule based solely and exclusively on GO Markets' data and calculations as specified in the Report.
- 1.7 **Report** – information regarding the Referrer Remunerations and other information relevant to the Referrer provided by GO Markets through the Referrer Section.
- 1.8 **Referrer Section** – where each Referrer may review, use functions that may be added and/or removed at any time by GO Markets at its sole and absolute discretion.
- 1.9 **Equity** – the cash balance of a client trading account including (after) any running losses and/or profits on open position(s).
- 1.10 **Financial Services**- any products and services provided by GO Markets that GO Markets is authorised to provide pursuant to its licence.
- 1.11 **Licence** - means a license, issued by the Financial Services Commission License (“FSC”) or any similar licensing regimes in the applicable jurisdiction.
- 1.12 **FSC Licence** - means Financial Services Commission License number held by GO Markets.
- 1.13 **Legislations**- means all Acts, Regulations, Codes of Practice and any relevant circular, directive, policy statement and the like issued by any government authorities which apply to the provision of Financial Services.
- 1.14 **Business Day** – means a day, other than a Saturday, Sunday, or public holiday in Mauritius.
- 1.15 **Banners and Text Links** – any means of graphics, pictures, animation, artwork, or text provided by GO Markets to the Referrer which the Referrer uses to promote the financial products and services GO Markets is authorized to provide.
- 1.16 **Marks** – Trademarks, trade names, service names, domain names, Banners and Text Links, logos of GO Markets located on the Trading Platform or otherwise used with respect to the Trading Platform or the Website/Portal and all similar intellectual property, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, meta-tags and universal resource locators owned or used by GO Markets and any other mark as may be used by GO Markets.
- 1.17 **Marketing Materials** – any material provided by GO Markets to the Referrer (unless otherwise agreed between the Parties in writing) and used by the Referrer for promoting the products and services of GO Markets.
- 1.18 **Trading Platform** – GO Markets’ proprietary online trading platform hosted and available via the Website/Portal or mobile application.

- 1.19 **Website/Portal** – GO Markets’ Website/Portal <https://GO Markets> and/or any other Website/Portal as may be added by GO Markets as well as GO Markets’ mobile application on which the Referred client must sign up in order to get access to the Trading Platform.
- 1.20 **Toxic Traffic** - any deposits, gross revenue, trade volume is commonly termed as traffic generated at the Website/Portal and or at the Trading Platform and of which anything generated through illegal means or in bad faith considered as such at GO Markets’ sole and absolute discretion, regardless of whether or not it actually causes or may cause harm to GO Markets or any third party. Toxic Traffic includes, but is not limited to, Spam or Unsolicited Promotions, distribution in breach of any distribution conditions whilst knowing that distribution conditions apply, deposits generated by stolen or lost payment cards, collusion, offers to share the Referrer Remuneration to become a client, unauthorized use of any third parties’ accounts or intellectual property of GO Markets/or any third party.
- 1.21 **Spam or Unsolicited Promotions** – any emails or any other messages that are circulated by the Referrer, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards, messengers’ groups and communities and other types of online media and which:
- a. are directed at third parties who have not consented in writing in advance to receiving promotional messages from such Referrer;
  - b. contains false or misleading statements (false advertising, etc.);
  - c. do not clearly identify the source (sender) or the originating IP address from which it was sent; or
  - d. do not provide the recipient with an option to easily opt out from receiving future mailings or promotions of the same nature.
- 1.22 **Confidential Information** means all information concerning the organisation, business, finances, clients, suppliers, employees, affairs, transactions, trade secrets, operations, processes or dealings of GO Markets which is not in the public domain, and which is or may be received by the Referrer in connection with this Agreement.
- 1.23 **Indirect or Consequential Loss** means any liability suffered by a party that cannot reasonably be considered to arise naturally from a breach of this Agreement or the events giving rise to the liability which may include: loss of income, loss of revenue, loss of financial opportunity, loss of profit, loss of business, loss of production and other economic loss and any liability or other amounts that are special, punitive, exemplary, or sustained or incurred by any person, whether arising in contract, tort, or otherwise.
- 1.24 **Loss** means, in relation to any person, a damage, loss, cost, expense or liability incurred by the person, or a claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed or unascertained, actual or contingent.
- 1.25 **1 Lot** means opening and closing 1 standard lot (Round Turn).
- 1.26 **Commencement Date** is the date this agreement has been accepted by the Referrer.

## 2. Referral Program

### 2.1. Participation:

a) Under this Agreement the Referrer undertakes to engage in the Referral Program as described in Section 2.2 below and GO Markets agree to provide Financial Services to Referred clients, if performed in strict adherence with the terms and conditions stipulated herein.

b) In order to enter into this Agreement a prospective Referrer shall complete the Referrer Application process as well as expressly agree to the terms and conditions hereof.

c) Referrer must:

- ensure the distribution method (i.e. the means through which the Referrer chooses to interact with the client) is reasonably likely to be consistent with the target market for CFDs;
- take steps to comply with the distribution conditions set by GO Markets;
- ensure the content and medium of delivery to consumers of promotional or advertising materials are approved by GO Markets.
- put in place effective governance arrangements to allow for an appropriate degree of control and oversight over the distribution process.
- implement a process which identifies changes that may impact on the effectiveness of distribution governance arrangements to ensure they remain effective;
- consider additional steps to meet the reasonable steps obligation when relying on existing information about consumers (e.g. seeking further information from the client, checking whether the client's circumstances had changed);
- ensure staff involved in distribution receive sufficient training; and
- ensure the client is reasonably likely to be in the target market for CFDs.

d) Referrer must notify Significant Dealing to GO Markets - In determining whether a significant dealing has occurred to which GO Markets should be notified, the following factors are relevant and must be considered by Referrer:

- the proportion of consumers who are not in the target market acquiring the CFDs;
- the actual or potential harm to consumers (e.g., amount of monetary loss, resulting from consumers who are not in the target market acquiring the CFDs).

e) The sources of data used by Referrer must be credible and reliable; and the information collected must be fit for purpose and unbiased.

f) The Referrer must supply GO Markets with true, accurate and complete information and documentation, as may be requested from time to time by GO Markets, about it and/or its activities and/or its blog and/or its Website/Portal and/or its social media profile and/or any other information directly and/or indirectly related to this Agreement and notify GO Markets promptly in case of any changes.

g) The Referrer must at all times be prepared to provide GO Markets or anyone on its behalf with sufficient evidence for the ownership of its blog, Website/Portal, social media profile or any other platform used for performing the Services in accordance with this Agreement.

h) The prospective Referrer shall provide some description of the Referrer's proposed source(s) of traffic. During the application process, the prospective Referrer should clearly mention whether the

proposal is to generate traffic either from digital or offline. If intends using digital channel for the purposes of referring clients to GO Markets, it should provide the URL of the Referrer's Website/Portal and if using offline channel, a description of offline activities operated or proposed to be operated by the Referrer ("Traffic") for review and approval by GO Markets.

i) Offline traffic is recognised for the Referrer Services as long as the Referrer clearly specifies this during the application process and undertakes to act in conformity with provisions set out in this Agreement.

j) GO Markets reserves the right to perform any and all checks that it deems necessary when offline traffic is generated.

k) Based on all the documentation and information collected from the prospective Referrer, including the prospective Referrer's completed Referrer Application process, GO Markets may, at its sole and absolute discretion, either approve or reject the Referrer Application.

### **2.2. Referrer Services:**

Upon GO Markets' approval of the Referrer Application and by the acceptance of this Agreement, the Referrer shall provide the following services:

a) to display on the Referrer's Website/Portal specified in the Referrer Application or another Website/Portal approved by GO Markets the Tracking URL in order to refer prospective clients to the Website/Portal. For avoidance of doubt, displaying Tracking URL means all relevant promotional/marketing activities, including displaying Banner or Text Link with Tracking URL being integrated in it;

b) with prior written consent of GO Markets to distribute to prospective clients information with respect to GO Markets and the financial products and services GO Markets is licensed to provide through the Referrer's Website/Portal and/or through the organization of presentations, educational seminars, campaigns and other events.

c) The consent referred to in Section 2.2 (b) of this Agreement shall be considered to be given if there is a written confirmation from GO Markets to this effect.

d) This Agreement does not grant the Referrer a right or privilege to assist GO Markets in the provision of services arising from the Referrer's referrals, nor does it prevent GO Markets and/or GO Markets from obtaining the assistance of other Referrers to perform services of the same or similar nature as those provided by the Referrer. The Referrer shall have no claims to fees originating from Referred clients not referred solely by it.

e) The Referrer shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall GO Markets or GO Markets be liable hereunder for any amounts other than the Referrer Remuneration, unless otherwise expressly provided for in this Agreement.

f) The Referrer is granted a non-exclusive, non-transferable, revocable right to access the Website/Portal, including the Referrer Section, for the sole purpose of performance of this Agreement.

## Client Referral Agreement

g) GO Markets is entitled to monitor the Referrer's performance of this Agreement including the use of hardware and software (technical facilities), i.e. any marketing intelligence tools as well as offline activities.

h) The Referrer shall not use any other method either digital or offline (Traffic) or means to display the Banner(s) and/or Text Link(s) and/or other Marketing Materials other than those agreed by Parties and/or provided by GO Markets.

i) The Referrer shall not alter, modify and/or change and/or amend the Banner(s) and/or Text Link(s) and/or other Marketing Materials in any way, which includes but is not limited to changing of the graphics and/or images contained in such Banner(s) and/or Text Link(s) and/or other Marketing Materials.

j) If the Referrer breaches and/or violates any of the terms set forth in the Agreement, GO Markets shall be entitled to terminate this Agreement immediately and withhold any Referrer Remuneration generated before and/or after and/or in connection with such breach and/or violation whilst it may also proceed with legal actions against the Referrer.

### 3. Remuneration

GO Markets will set the fees payable to the Referrer using the below tiered rebate system. GO Markets will pay to the Referrer, as under, on trades executed by clients referred by the Referrer, as agreed from time to time by GO Markets.

Tier	Criteria		FX Rebate (RT)		Gold/Silver Rebate (RT)	
			Standard	Plus+	Standard	Plus+
1	Client Numbers	1-29 Clients	0.2 Pips	20% Commission	XAU - US\$1 XAG - US\$10	XAU - US\$1 XAG - US\$10
	Client Equity	Less than US\$150k				
	FX/Metals Trading Volume	Less than US\$200m Notional				
2	Client Numbers	30-99 Clients	0.3 Pips	30% Commission	XAU - US\$2 XAG - US\$20	XAU - US\$2 XAG - US\$20
	Client Equity	US\$150k - US\$1m				
	FX/Metals Trading Volume	US\$200m - US\$600m Notional				
3	Client Numbers	100-299 Clients	0.4 Pips	40% Commission	XAU - US\$3 XAG - US\$30	XAU - US\$3 XAG - US\$30
	Client Equity	US\$1m - US\$3m				
	FX/Metals Trading Volume	US\$600m - US\$1b Notional				
4	Client Numbers	300+ Clients	0.5 Pips	50% Commission	XAU - US\$3 XAG - US\$30	XAU - US\$3 XAG - US\$30
	Client Equity	US\$3m+				
	FX/Metals Trading Volume	US\$1b+				

Tier	Criteria		Index CFD Rebate (RT)		Oil Rebate (RT)	
			Standard	Plus+	Standard	Plus+
1	Client Numbers	1-29 Clients	0.10 Pips or 10% of Minimum Spread	0.10 Pips or 10% of Minimum Spread	0.2 Pips	0.2 Pips
	Client Equity	Less than US\$150k				
	Index/Oil Trading Volume	Less than US\$100m Notional				
2	Client Numbers	30-99 Clients	0.15 Pips or 15% of Minimum Spread	0.15 Pips or 15% of Minimum Spread	0.3 Pips	0.3 Pips
	Client Equity	US\$150k - US\$1m				
	Index/Oil Trading Volume	US\$100m - US\$300m Notional				
3	Client Numbers	100-299 Clients	0.20 Pips or 20% of Minimum Spread	0.20 Pips or 20% of Minimum Spread	0.4 Pips	0.4 Pips
	Client Equity	US\$1m - US\$3m				
	Index/Oil Trading Volume	US\$300m - US\$500m Notional				
4	Client Numbers	300+ Clients	0.25 Pips or 25% of Minimum Spread	0.25 Pips or 25% of Minimum Spread	0.5 Pips	0.5 Pips
	Client Equity	US\$3m+				
	Index/Oil Trading Volume	US\$500m+				



- a) Monthly means every 1 month from the Commencement Date month.
- b) The Referrer is to meet 1 out of 3 tier criteria under Client Balance Volume as above tiered rebate system during the month to be eligible for tier upgrade.
- c) The amount of the Referrer Remuneration shall be based solely and exclusively on GO Markets' data and calculations.
- d) The Referrer can choose the currency of the Referrer Remuneration payment from the options offered by GO Markets. If the currency, chosen by the Referrer, is not USD, the exact amount payable to the Referrer will be determined by GO Markets according to the exchange rate of USD to the chosen currency according to mid-market rates as at the date preceding the date of payment.
- e) GO Markets shall be entitled to deduct and withhold from any rebate payable to the Referrer, any tax or other amount it is required by any law or regulation to do so, and any other amount payable by the Referrer to GO Markets.
- f) All payments made to the Referrer are inclusive of any applicable taxes payable by GO Markets. It is the Referrer's responsibility to obtain independent tax advice, and/or pay its own tax (if applicable), relating to any payments received from GO Markets.
- g) Any toxic trades (FX or otherwise) through Expert Advisor (EAs) or other automated trading systems will be excluded from earning rebate. GO Markets may decline to pay commission to the Referrer in accordance if GO Markets in its sole discretion, determines that the trades have been done excessively in order to generate commission for the Referrer without a legitimate intent of the client to profit from market movements.
- h) The Referrer will only be entitled to payments while the client engages GO Markets to provide Financial Services to the client during the validity of this Agreement.
- j) In an event when a dispute is raised by the client against the Referrer, GO Markets reserves the right, at its sole discretion to suspend any fees payable to the Referrer on trades executed by the client, until such dispute is resolved.
- k) The Referrer acknowledges and agrees that under no circumstances will GO Markets be liable to a third party for the payment of any commission or other fee, and the Referrer agrees to indemnify GO Markets for all Losses, including Indirect or Consequential Loss that GO Markets becomes subject to as a result of, any claim or proceeding that is made or threatened or commenced against GO Markets by any third party whatsoever.

#### 4. Compliance with Rules

- a) The Referrer undertakes to comply with the Rules and any other applicable Legislation while performing Services under this Agreement.
- b) The Referrer firmly undertakes not to provide financial product advice unless holds a valid license issued by the relevant authority to do so.
- c) The Referrer undertakes that it will not behave in a way intended to influence any prospective clients about a product.
- d) The Referrer is prohibited from targeting persons that are not suitable for the product offered by the GO Markets.
- e) The Referrer is prohibited from breaching any financial services regulations in any jurisdictions.

f) GO Markets may require the Referrer to provide information on its marketing activities and/or provide any other information as requested to enable GO Markets to monitor and review the Referrer's activities for any violations of its obligations hereunder.

## 5. Representations, Warranties and other obligations of the Referrer

### 5.1 The Referrer hereby represents and warrants that:

a) it understands that GO Markets is authorised and regulated in the conduct of its activities and shall always adhere to applicable Rules. The Referrer understands, accepts and agrees that it will at all times ensure that none of its actions cause any actual or potential breach of the applicable Rules, Legislations by GO Markets and undertakes to cooperate with GO Markets in any requests aimed at achieving or enhancing GO Markets' compliance with the applicable Rules;

It undertakes not to trade on behalf of the Client unless:

- The Referrer holds an FSC license 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)
- GO Markets has agreed in writing that the Referrer may trade on its Client's accounts; and for each Client account, a Limited Power of Attorney (LPOA) document executed by the client & Referrer has been submitted to GO Markets and GO Markets has notified the Referrer in writing that trading can commence.

(b) that when conducting marketing activity and/or posting any content, it shall do so in line with any prescribed guideline or distribution conditions issued by GO Markets and shall not engage in any practices which may adversely affect the high image, credibility or reputation of GO Markets;

c) the Referrer has read this Agreement and agrees to all its terms and conditions. This Agreement constitutes the Referrer's legal, valid, and binding obligation, enforceable against the Referrer in accordance with its terms and conditions and the Referrer has the capacity and authority to enter into and perform this Agreement;

d) while performing this Agreement the Referrer shall comply with all applicable Rules and legislation including (but not limited) those relating to anti-bribery, anticorruption, privacy and personal data protection and anti-money laundering;

e) if the Referrer is a legal person, it is duly organized, validly existing and in good standing under the laws of its jurisdiction;

f) the Referrer does not require any license and/or authorization to render the Services, or, if it does, until the commencement of this Agreement it has already obtained such license and/or an authorization (in the latter case the Referrer shall give GO Markets a copy of the relevant licence and/or authorization) or it is not in any way prohibited from acting as a Referrer;

g) it acknowledges and agrees that each Referred client must access the Website/Portal through the Tracking URL and sign up on the Website/Portal to enable the Referrer to receive the Referrer

Remuneration in relation to such Referred client (subject to such Referred client being approved by GO Markets);

h) it will not do, or neglect to do, anything which as a result of its action or omission, leads to a detrimental outcome for GO Markets or its clients; or it shall not make any misrepresentations regarding GO Markets or their services;

i) it will not make any representation or statement or warranty concerning GO Markets except as authorised by GO Markets;

j) it shall not in any way represent that GO Markets offers, solicits or recommends providing its services in breach of relevant Rules; and/or that GO Markets guarantees or will guarantee (including that it may be construed like that) to protect their clients against losses when using services of GO Markets;

k) it shall not make a statement or promise for and on behalf of GO Markets;

l) It shall not apply for an account (or assist a potential client in completing an application for an account) nor receive, transmit or place orders on behalf of GO Markets' Clients.

m) it shall not accept nor hold any clients' money;

n) it shall disclose to GO Markets promptly any breach of a distribution condition (where such conditions apply), complaint, regulatory investigation, or disciplinary action or any other formal proceeding that may have a material impact on the Referrer's ability to provide the Services hereunder;

o) it has (and its employees, if applicable), the necessary qualifications and skills in order to carry out the activities contemplated by this Agreement;

p) it shall protect any confidential information disclosed by GO Markets;

q) It shall not transfer any personal data when sending information to GO Markets in order for GO Markets to monitor, track or calculate the Referrer Remuneration; it shall comply with all applicable data protection laws and shall obtain lawful authority (which may include obtaining consents) in order to use any online tracking technologies in respect of its participation in the Referrer Program;

r) it is not bankrupt or subject to any administrative, insolvency, tax or other proceedings;

s) it shall be solely responsible for any matter related to its Website/Portals, blog, social media profile or any other platform or channel used for performing the Services, including with respect to the technical operation thereof and to the accuracy of the information and materials posted therein. The Referrer undertakes that its Website/Portals, blog, social media profile or any other platform or channel used for performing the Services shall not look like and/or create the impression that they are GO Markets', and/or GO Markets' Website/Portals and that such Referrer Website/Portals shall not contain and/or display any information and/or materials of GO Markets unless the content of such information and/or materials and/or the manner in which they are displayed are in compliance with this Agreement. In the event that GO Markets shall require the Referrer to remove from the Referrer Website/Portals and/or any other marketing media used by the Referrer any content related to GO Markets, the Referrer shall immediately comply with such request and shall remove such content as soon as instructed (in the case of an urgent instruction to remove) or within 24 hours from GO Markets' request.

t) The Referrer further undertakes not to use any domain names similar to the domain names used by GO Markets. GO Markets does not assume any responsibility towards the Referrer and/or any third party acting on such information contained in the Referrer's Website/Portals, blog, social media profile or any other platform or channel used;

u) It hereby releases GO Markets from any and all responsibilities for the accuracy or reliability or correctness of the information (including feeds, whether provided by GO Markets) presented to prospective Referred clients.

v) The Referrer will not hold itself out as being the GO Markets by using the GO Markets name or logo to give the impression that it is acting as the GO Markets, an agent of the GO Markets, or as being associated with GO Markets in any way other than the Referrer relationship established pursuant to Section 2. Further, the Referrer will not hold itself out as being authorised to provide Financial Services on behalf of GO Markets in any capacity.

### 5.2 The Referrer:

- a. must act honestly and fairly and in accordance with the Rules and this Agreement;
- b. must use reasonable skill and care when performing the Services;
- c. must disclose to the person that the Referrer will receive a fee from GO Markets as per defined criteria in respect to the referral of the person to GO Markets. Disclosure to person must be delivered before the referral of any person to the Principal.
- d. must demonstrate a high level of professionalism, due diligence and act in good faith at all times so as to satisfactorily fulfill its obligations arising under this Agreement;
- e. must comply with Rules, any business-related instructions, directions and guidelines given by GO Markets in relation to the performance of this Agreement as well as with any other terms and conditions set forth by GO Markets in line with this Agreement;
- f. must not copy any content from the Website/Portal and/or GO Markets' publications and shall not post on any Website/Portal and/or elsewhere, any material published on the Website/Portal and/or GO Markets' publications. The Referrer shall not copy any content from any other Referrers' Website/Portals, blog, social media profile or any other platform or channel used;
- g. the links shall clearly display GO Markets' Marks, pursuant to the provisions of this Agreement. The Referrer shall not be permitted to change Marks, and/or banners and/ or images/videos and/or to make any use of them beyond the uses permitted hereunder; the Referrer shall not use GO Markets' domains as landing pages and/or use GO Markets' landing URLs;
- h. in no event shall the Referrer engage in any e-mail marketing or promotion with respect to GO Markets and/or its services, except as expressly set forth in this Agreement or specifically approved by GO Markets; in addition the Referrer shall not: (a) engage in any fax, broadcast or telemarketing and/or any other offline marketing methods with respect to GO Markets and its services, (b) use Malware and/or Spyware techniques and/or Peer to Peer (P2P) distribution methods and/or Paid-to-Click (PTC) networks and/or doorway pages opening GO Markets' Website/Portals inside an iframe and/or use any other aggressive advertising or marketing methods in any of its dealings relating to GO Markets;
- i. must regularly check the Website/Portal for any updated terms and conditions relating to the use of the Trading Platform, as well as any other disclosures and/or promotions issued by GO Markets and are available on the Website/Portal;
- j. must inform GO Markets of any regulatory and/or legal investigation in respect of it or illegal interference relating to its commercial affairs immediately after the date of commencement of such an investigation or interference;

- k. must not hold, have access to and/or operate a trading account for any Referred client and/or carry on any trades for the clients and/or accept and keep any Referred client's funds to be used in relation to this Agreement;
- l. must not use Marketing Materials and/or Marks except for the purposes of performing the Services in accordance with this Agreement;
- m. must not market to any persons who are under the age of 18 years old, or (provided they are older than 18 years old) under the age of majority in the territory which the Referrer is targeting;
- n. must not transmit to or in any way, whether directly or indirectly, expose the Website/Portal, the Trading Platform and / or other property of GO Markets to any computer virus or other similarly harmful or malicious material, virus or device;
- o. must disclose to each prospective Referred client that it provides services to GO Markets and must inform such prospective client that it has no authority or power to act on behalf of GO Markets and GO Markets in general;
- p. it must not state or imply that it is part of or in any way linked to GO Markets, by ownership or otherwise, or that it shares any regulatory permission under the umbrella of GO Markets;
- q. must not use any language or practices that may be construed as offering any promise or guarantee of any trading gain or profits to any Referred client;
- r. must not engage in high pressure sales tactics or any unethical techniques with regard to any Referred client and shall abide at all times by high ethical standards in its dealings with all Referred clients;
- s. must not refer to GO Markets any prospective client which does not have the knowledge and/or experience and/or interest in dealing in CFDs or generally in the services offered by GO Markets;
- t. must ensure that all the information provided by it to Referred client is true, fair and accurate;
- u. must not state or imply that any of the information, content or data contained in the Referrer's Website/Portal or publishing location represents or reflects any views, advice or opinions of GO Markets;
- v. must not be engaged, directly or indirectly, in any conduct that GO Markets, at its sole and absolute discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of GO Markets or the Website/Portal or detrimental to other users of the Website/Portal, including without limitation:
  - engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Referrer's Website/Portal or in the Referrer's emails or offering any illegal goods or services through the Referrer's Website/Portal or emails;
  - operating an illegal business;
  - operating of a Website/Portal (Website/Portals) that contains or promotes content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented (whether to do with race, gender, sexual orientation, religion or otherwise), illegal, pornographic, related to gambling or link to a Website/Portal (Website/Portals) that contains or promotes such content;
  - placing links to the Website/Portal to Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar internet resources; causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and Toxic Traffic;
  - establishing or causing to be established any promotion that provides any rewards, points or compensation for and any other activity that GO Markets deems at its sole and absolute discretion to be of similar nature, or that allows third parties to place links to the Website/Portal;

- utilizing any variation, including any misspelling, modification, or derivative, of the Website/Portal's address or any of the Marks; diluting, blurring or tarnishing the value of the Marks; copy or resemble the look and feel of the Website/Portal's content nor create the impression that the Referrer's Website/Portal or publishing location is part of the Website/Portal;
- use the Website/Portal as a display URL;
- unauthorized use of any third party's intellectual property or breach the rules of third parties.

In the event that the Referrer violates the provisions of this Section 5 of the Agreement, GO Markets shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to suspend the Referrer's account or Tracking URLs assigned, and withhold the Referrer Remuneration.

### 6. Provision of Information

6.1 The Referrer shall provide true, accurate and complete information to GO Markets as may be requested by GO Markets from time to time. The Referrer acknowledges that it is aware that prior to receiving any Referrer Fee the Referrer must provide GO Markets with all the information that has been requested by GO Markets before payment of the Referrer Remuneration. In case of modification of any information included in the Referrer Application, the Referrer must provide the modified information immediately after the date of its modification.

6.2 The Referrer hereby expressly consents that GO Markets is entitled in whatever form and by whatever medium to disclose (to any third party) and/or process any information about the Referrer, including (but not limited), personal information, the Referrer Remuneration, any issues with the Referrer's performance of its obligations and responsibilities set out in this Agreement, where it is required to by the applicable law and/or in other cases at GO Markets' sole and absolute discretion. The Referrer authorizes GO Markets or any persons acting on its behalf as well as GO Markets, to carry out identity and other checks of the Referrer as GO Markets and/or GO Markets may deem necessary or desirable.

### 7. Referrer remuneration payment terms

7.1 GO Markets shall track referred client's activity for the purpose of calculating the Referrer Remuneration and such information shall be made available to the Referrer. GO Markets may at its sole discretion accept or decline any Referred clients.

7.2 The Referrer Remuneration shall be credited to the Referrer rebate account held with GO Markets. To withdraw the remuneration, the Referrer shall send the payment request to GO Markets. Upon completion of compliance and risk checks carried out by GO Markets or its agents, the amount requested shall be paid by means of a bank transfer, an electronic payment system, or any other payment method(s) offered by GO Markets. For this purpose, the payment details provided by the Referrer shall be used. The Referrer must be the owner of the bank account, the rightful cardholder, or the owner of the e-wallet or the rightful owner of any other payment method used, the details of which are specified by the Referrer. All charges and commissions imposed by intermediary or beneficiary banks, electronic payment systems or any other payment methods on the remittance of the Referrer Remuneration, except for charges and commissions imposed by GO Markets' bank, shall be covered by the Referrer.



- 7.3 Notwithstanding any other terms and conditions of this Agreement, GO Markets may, at its sole and absolute discretion, withhold, delay or deny payment of the Referrer Remuneration in any of the following events: (i) GO Markets has reason to suspect that the Referrer's activity is not in compliance with any applicable Rules; (ii) GO Markets knows or has a reason to suspect that the Referrer's activity is in breach of this Agreement; (iii) the Referrer has failed to provide any information as may be requested by GO Markets or has provided misleading or incorrect information; (iii) and/or GO Markets suspects or has been notified by any third party of the alleged infringement of third parties' rights by the Referrer or there is any infringement of third parties' rules or rights applicable to the Referrer while performing its obligations under this Agreement.
- 7.4 Notwithstanding any other term or condition of this Agreement, in the event that any activity in the Referrer's account, or in any account which appears to be controlled or managed by the Referrer, is deemed suspicious by GO Markets in its sole determination, GO Markets may, at its sole and absolute discretion, delay payment of the Referrer Remuneration to the Referrer for up to one hundred and eighty (180) days in order to verify the suspicious activity. In the event that GO Markets determines that the Referrer's activity generates Toxic Traffic, GO Markets shall recalculate or withhold the Referrer Remuneration, at its sole and absolute discretion.
- 7.5 In the event that GO Markets determines that the Referrer's activity constitutes illegal activity other than Toxic Traffic, including but not limited to fraudulent, deceptive, abusive or manipulative activity, GO Markets shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Referrer inoperative and withhold the Referrer Remuneration. The acceptance of any payment from GO Markets by the Referrer will be deemed full and final settlement of the Referrer Remuneration due for the corresponding calendar month.
- 7.6 If the Referrer disagrees with the Reports or amount payable, the Referrer must not accept the payment for such amount, must immediately return it and send GO Markets a written notice of dispute. Notices of dispute must be received by GO Markets within twenty (20) calendar days of the end of each calendar month for which the payment is made, or the Referrer's right to dispute such Report or amount payable will be deemed waived and the Referrer shall have no claims in regard to the amount payable. If the Parties do not arrive at a reconciliation in respect of the Reports or amount payable GO Markets' numbers or decisions shall govern the relations of the Parties.

## 8 Non-competitive marketing

- 8.1 GO Markets is entitled at any time (directly or indirectly) to operate or contract with a Website/Portal that is similar to or compete with the Referrer's Website/Portal.

## 9 Promotional activities of the Referrer

- 9.1 The Referrer is not allowed to issue any advertisement or distribute any promotional materials, whether on the Internet or otherwise, about GO Markets without GO Markets' express prior written consent. In case such a consent is given, the said advertisement and promotional materials must be clear, fair, and not misleading in accordance with the requirements of the FSC Rules and are subject to pre-approval and ongoing monitoring by GO Markets. The consent shall be considered to be given if there is a written confirmation from the authorized officer of GO Markets.

- 9.2 GO Markets grants to the Referrer a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide limited license to display on the Referrer's Website/Portal, blog, social media profile or any other platform or channel specified in the Referrer Application Marketing Materials and Marks for the sole purpose of performance of this Agreement. Except for those specified in the Referrer Application, the Referrer is not allowed to place Marketing Materials and/or Marks on any Website/Portal, blog, social media profile or any other platform or channel unless the Referrer has requested and received the prior written consent of GO Markets.
- 9.3 The Referrer's use of Marketing Materials and/or Marks must comply with the Rules and the terms and conditions of this Agreement as well as with the guidelines and/or conditions set forth in the Referrer Section.
- 9.4 The Referrer must not, without the prior written consent of GO Markets, market any Marketing Materials and/or Marks via email, search engine marketing, display advertising and/or cost per impression advertising.
- 9.5 Unless otherwise approved in advance in writing by GO Markets, the Referrer must not modify or change the Marks in any way. No framing of any webpage of the Website/Portal by the Referrer is permitted. GO Markets may at any time request the Referrer to amend any Marketing Materials or other promotional materials related to GO Markets on any Website/Portal, blog, social media profile or any other platform or channel. The Referrer must make all necessary amendments within 2 weeks from the date of the request unless instructed by GO Markets to make the amendment sooner for example, in the case of an amendment needing to be made pursuant to a notice issued by a regulator or in terms of the applicable law. Prior to the Referrer's amendment of any Marketing Materials, the Referrer must submit a sample to GO Markets for its review and approval. The amended Marketing Material may be used by the Referrer only upon receiving GO Markets' express written approval, which may be granted or denied at GO Markets' sole and absolute discretion. In the event such approval is granted, the Referrer agrees and hereby assigns and transfers to GO Markets, its successors, assignees, and/or nominees, all of Referrer's right, title and interest to any Marketing Materials created and made by (or on behalf of) the Referrer. GO Markets may require the Referrer to disclose any URLs which have been used in respect of any Marketing Materials.
- 9.6 The Referrer is prohibited from placing Marketing Materials or any other promotional materials related to GO Markets on any Website/Portal, blog, social media profile or any other platform or channel or use any media or medium which:
- a. promote (including links to) sexually explicit or erotic materials, violence, or illegal activities,
  - b. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age,
  - c. manipulate keyword searches on portals and/or search engines that conflict with GO Markets,
  - d. violate GO Markets' intellectual property rights,
  - e. misspellings of GO Markets' name in the Referrer's domain names,



- f. do not clearly make available an online privacy policy to visitors of its Website/Portal, or an appropriate risk disclaimer regarding CFDs trading,
  - g. are otherwise considered offensive or inappropriate, at GO Markets' sole and absolute discretion.
- 9.7 All Referrer activities must be professional, proper and in full compliance with applicable Rules. The Referrer will be solely responsible and liable for the content and manner of its activities while performing Services hereunder. The Referrer and its Website/Portal or any other platform or channel it uses to perform the Services, to the extent the Referrer operates through a Website/Portal or through such other platform or channel, may not be engaged, directly or indirectly, in conduct that GO Markets, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of the Website/Portal or detrimental to other users of the Website/Portal and/or causing in any way GO Markets to be in breach and/or not compliant with applicable Rules. GO Markets shall have the right, without prejudice and in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Referrer violating the restriction or provisions of this Agreement as inoperative, and immediately block the Referrer's access to the Referrer program, with no compensation to such Referrer. The Referrer hereby irrevocably waives any claim or demand against GO Markets, its directors, officers, shareholders, employees in respect of such action taken by GO Markets.
- 9.8 In the event that the Referrer places any promotional materials about GO Markets (including Marketing Materials) and/or Marks on any Website/Portal, blog, social media profile or any other platform or channel, except for those specified in the Referrer Application, without the prior written consent of GO Markets and/or makes use of any amended Marketing Materials without receiving the express written approval from GO Markets, GO Markets shall have the right, in addition to any other right or remedy available to it under this Agreement or any applicable law, to render the Tracking URLs assigned to such Referrer inoperative and withhold the Referrer Remuneration.
- 9.9 Where a Referrer is acting outside the scope of this Agreement, GO Markets is permitted to immediately cease accepting referrals from the Referrer and take appropriate measures against the Referrer.

## 10. Intellectual property rights and data ownership

- 10.1 Except as expressly permitted herein, nothing in this Agreement should be construed as granting to the Referrer, by implication, estoppel or otherwise, any license or right to use any Marks as well as any copyrights, patents, trade secrets or other intellectual property owned by GO Markets. The Referrer must not assert the invalidity, unenforceability, or contest the ownership of any of the Marks, copyrights, patents, trade secrets or other intellectual property owned by GO Markets in any action or proceeding of whatever kind or nature and shall not take any action that may prejudice GO Markets' rights in any Marks, copyrights, patents, trade secrets or other intellectual property owned by GO Markets.
- 10.2 GO Markets shall be the sole and exclusive owners of the database of names and contact information and any other data of all Referred clients.

10.3 GO Markets is entitled to access information from or about visitors to the Referrer's Website/Portal and may use such information for any purpose at its sole and absolute discretion.

### 11. No warranties and indemnification

11.1 The links, licenses and other rights that shall be provided to the Referrer hereunder are provided by GO Markets "as is". To the fullest extent permitted under the applicable law, notwithstanding anything to the contrary, GO Markets disclaims all warranties, express or implied, including but not limited to warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the licenses, the Website/Portal, links to the Website/Portal, or the Website/Portal being accessible or free of errors, viruses or security threats. GO Markets does not warrant that financial and other results of performance of this Agreement will meet any Referrer's specific requirements, inter alia, GO Markets does not guarantee that the Referrer will earn any specific amount of the Referrer Remuneration.

11.2 The Referrer agrees to indemnify, defend and hold harmless GO Markets, their directors, officers, shareholders, employees, service providers and suppliers from and against any and all liability, claims, costs, expenses, injuries and losses, including legal fees and costs, arising directly or indirectly in connection with the Referrer's breach of any Rules, any and all terms and conditions of this Agreement and/or applicable law, or out of any disputes between the Referrer and any other party relating to this Agreement, the Website/Portal, the Trading Platform, the Referrer's activity or to services provided by GO Markets. GO Markets may deduct the amounts to be paid by the Referrer in order to indemnify, defend and hold harmless the said persons from any outstanding Referrer Fee due to the Referrer and held by GO Markets and/or any other funds whatsoever due to the Referrer and held by GO Markets.

### 12. Limitation of Liability

GO Markets shall not be liable for any real loss, expense, cost or liability of any kind or nature suffered or incurred by the Referrer unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of intended failure by GO Markets to fulfil its obligations under this Agreement.

### 13. Confidentiality

13.1 All confidential information (including, but not limited to, any business, technical, financial, and customer information) disclosed by GO Markets to the Referrer will remain the sole property of GO Markets, (as applicable). Without prejudice to the foregoing, confidential information will be treated as such provided that such information is not already in the public domain.

13.2 The Referrer must keep confidential information in secret. Confidential information will only be disclosed by the Referrer to any person in the following circumstances: a. where required by the applicable law (inter alia, if requested by any regulatory authority in respect of GO Markets); b. with prior written consent of GO Markets.

### 14. Liability of the Referrer

14.1. For any deviation or violation of the terms and conditions hereof, the Referrer bears the full liability established by the Rules or any applicable law. Compensation payable or paid by the Referrer to GO Markets for any losses (including lost profits) incurred as a result of the Referrer's activity under this Agreement does not exempt the Referrer from performing other actions stipulated by or necessary under this Agreement to eliminate violations or perform other obligations.

14.2. If any activity of the Referrer, which arises out or relates to negotiation, execution or performance of this Agreement, conducted either in good faith, or not, either directly permitted hereunder or not, will cause any damage (including, but not limited to financial or reputational damage) and/or result in direct or consequential loss of any kind to GO Markets and/or their respective clients, the Referrer shall be liable for any such damage and/or loss to business, operations, properties, liabilities (actual or contingent), standing (financial or otherwise) of such affected party and shall reimburse the affected party to the greatest extent permitted by the Rules, without undue delay upon notification by GO Markets.

### 15. Modifications

GO Markets is entitled to unilaterally modify this Agreement at any time and at its sole and absolute discretion by providing the Referrer with a relevant notification by-email (or in the event that GO Markets modifies this Agreement with all of its Referrers – by posting a relevant notification on the Website/Portal). The changes will become effective five (5) Business Days after the said notification has been sent (or posted) by GO Markets.

### 16. Term and Termination

16.1 This Agreement will take effect when the Referrer indicates its acceptance of this Agreement on the sign up form, in Referrer's account or confirms acceptance by Referrer's registered e-mail and shall continue until terminated in accordance with the terms hereof. GO Markets may terminate this Agreement at any time, with or without cause, by giving the Referrer a three (3) Business Days prior written notice by email (or by posting a notice on the Website/Portal if GO Markets terminates this Agreement with all of its Referrers), except in the case where an immediate notice or a shorter notice is required to be provided by applicable law (due to the fact that GO Markets is subject to the Rules) or if the Referrer violated any of the terms and conditions of this Agreement, in which case termination will be effective immediately. The Referrer may terminate this Agreement at any time, with or without cause, by giving GO Markets ten (10) Business Days prior written notice (such written notice may be provided by facsimile or Referrer's registered email).

16.2. Upon termination of this Agreement, the Referrer shall no longer be entitled to receive any Referrer Fee with respect to any Referred Clients.

16.3. If the Referrer does not introduce new Clients from the date of acceptance of this Agreement, the Agreement will be terminated after 3 months.

16.4. Upon termination of this Agreement, the Referrer must cease to use of, and remove from the Referrer's Website/Portal, blog, social media profile or any other platform or channel, all Marks,

Banners and Text Links to the Website/Portal and other Marketing Materials or other promotional materials related to GO Markets at the date of termination.

### 17. No Recourse

This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the Party that is expressly identified as a party hereto.

### 18. Obligations

If the Referrer holds an FSC Licence, GO Markets will ensure that express and specific consent to the payment of fees to the Referrer is obtained from the Client before trading commences.

### 19. Dispute Resolution

In the event of a complaint about the services provided by GO Markets pursuant to this Agreement, you can contact us and discuss the complaint. If you are overseas, we may refer you to an overseas dispute resolution body, which gives you rights in addition to your rights in Mauritius. Upon your initial contact with us, we will review and attempt to resolve your complaint within 2 business days. If the matter is not resolved to your satisfaction after 2 business days, you may escalate your complaint clearly in writing to our Compliance team. Our Compliance team will review the details of your complaint and will respond to you within 30 days.

If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Office of Ombudsperson for Financial Services.

You can contact FSC using the below details:

**Online:** [www.fscmauritius.org](http://www.fscmauritius.org)

**Phone:** +230 468-6475

**Fax:** +230 468-6473

**Email:** [ombudspersonfs@myt.mu](mailto:ombudspersonfs@myt.mu)

**Mail:** Office of Ombudsperson for Financial Services

8th Floor, SICOM Tower

Wall Street, Ebene, Mauritius

### 20. Privacy Policy

GO Markets is committed to providing you with the highest levels of client service. We recognise that your privacy is very important to you and we respect the confidentiality of information and the privacy of individuals. Your personal information will be treated strictly in accordance with the Mauritius Privacy Principles in the Privacy Act. GO Markets maintains a Privacy Policy which discloses how the personal information you provide to us and our representatives is collected, used, held, disclosed and disseminated. We are committed to being open and transparent about how we use your personal information. Please see our website for full details of our Privacy Policy. We encourage you to check our website regularly for updates to the policy.

## 21. Miscellaneous provisions

- a) In this Agreement a reference to writing or written includes e-mail.
- b) This Agreement comprises the entire agreement between GO Markets and the Referrer, supersedes all prior oral and written agreements pertaining to the subject-matter of this Agreement.
- c) GO Markets and the Referrer are independent of each other, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to the Referrer authority to make any representations and / or warranties on GO Markets' behalf or make public any information regarding GO Markets.
- d) The Referrer consents to GO Markets sending, and receiving, by means of telephone, SMS or email, communications containing newsletters, notifications and any other content of a commercial nature relating to this Agreement. The Referrer acknowledges that GO Markets does not have to obtain the Referrer's prior consent before sending such communications to the Referrer.
- e) If any term of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, such provision shall not affect the validity and enforceability of the remainder of this Agreement.
- f) GO Markets' failure to exercise or enforce any right or term of this Agreement shall not constitute a waiver of such right or term.
- g) This Agreement and the Referrer's obligations may not be assigned by the Referrer without the prior written consent of GO Markets. GO Markets may assign this Agreement to any party at any time.
- h) The relations of the Parties under this Agreement shall be governed by the laws of Mauritius. The parties submit to the exclusive jurisdiction of the courts of Mauritius.
- i) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration rules. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of Mauritius.

## 22. Acceptance

IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT THEN YOU CANNOT TAKE PART IN THE OFFERED REFERRER PROGRAM.

Your consent to the terms and conditions of this Referral Agreement ("Agreement") with GO Markets Pty Ltd is signified by clicking the checkbox entitled "**I have read and agreed to the Referral Agreement**".