PARTNER AGREEMENT
TERMS OF BUSINESS – GODO PARTNER

THIS AGREEMENT ("Agreement") is made by and between:

1. PARTIES

GoDo LTD, being a company incorporated and existing under the laws of the Mauritius ("**Company**" or "**GODO Ltd**"), and regulated by the Mauritius Financial Services Commission ("FSC"),

AND

A person, includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) who has successfully completed a process of application and registration as the Company's Partner marketing partner via the website godopartner.com, hereby later referred as **"Marketing Partner", "Marketing Partner", "Partner", OR "Partner".**

1.1. **WHEREAS** GoDo Ltd has the sole and exclusive license to use the domain www.godocm.com worldwide.

1.2. **WHEREAS** GoDo Group, under the terms of its licenses, is in the business of providing investment and ancillary services such as the reception and transmission of orders and/or the execution of client orders in relation to financial instruments to retail and professional clients and /for dealing on own account ("Investment Services");

1.3. **WHEREAS** GoDo Group, under the terms of its operating license issued for each member of the GoDo Group has to adhere at all times to the relevant Applicable Laws and Regulations.

1.4. **WHEREAS,** at the date of this Agreement, GoDo engages in the online trading of, FX Options, Contracts for Difference ("CFDs") in underlying financial instruments such as foreign exchange, commodities, indices, shares and bonds, collectively known as Financial instruments;

1.5. **WHEREAS** GoDo wishes to engage the Partner for the purpose of providing services related to the business development, promotion, and marketing of its Investment Services to clients and potential clients of the GoDo Group, as further described herein.

1.6. **AND WHEREAS** the Partner is willing to refer Clients to the GoDo Group in return for payment stated on the Fee schedule as agreed with the Company and subject to the terms and conditions of this Agreement, including with respect to the conduct of work by the partner in a manner that is compliant with the Applicable Laws and Regulations of the GoDo Group and GoDo's **Marketing and Communication Guidelines** at all times.

1.7. **WHEREAS** No Partner is recognized in this agreement as an "Introducing Broker (IB)" and shall not have any legal right to claim the rights of an IB under any applicable law.

2. SCOPE

2.1. This Agreement sets out the obligations of the Partner in acting, on the basis and within the terms and limits of this Agreement, for GoDo. These obligations include indicatively:

a. that the Partner adheres to the **Marketing and Communication Guidelines** of GoDo at all times; and

b. the limits and restrictions set on the Partner in executing the activities envisaged herein.

2.2. Specifically, the Partner is prohibited from offering investment advice as defined under the Applicable Laws and Regulations of the GoDo Group, to clients or from managing or operating any trading account of, or for, any client or from receiving any funds from any client for whatever purpose.

2.3. The Partner is further prohibited from using any language or practices that may be construed as offering any promise or guarantee of any trading gain or profit to any client.

2.4. The Partner is notified that nothing in its communications or interactions with any actual or prospective clients (whether oral, written, electronic or otherwise and through whatever medium) in relation to GoDo, should be untrue, unfair, misleading, or aggressive.

3. INTERPRETATION OF TERMS (Definitions)

3.1. **Adverse Action:** means any circumstances:

a. Where any Client (actual or prospective) referred to the GoDo Group by the Partner submits a complaint to the Company, any member of the GoDo Group, or any regulatory body issuing a license to any member of the GoDo Group or any complaints body in any country where the GoDo Group holds a license or any other competent authority (including regulatory authorities in the domestic jurisdiction of the Client) or commences any judicial or arbitral proceedings against the Company or any member of the GoDo Group which are adversely determined by the relevant court or arbitral tribunal against the Company/member of the GoDo Group, and which complaint or proceedings are in any way related to a breach by the Partner of its obligations under this Agreement, the Marketing and Communication Guidelines, or

b. Where any Client (actual or prospective) makes any derogatory or defamatory statement against the Company, any member of the GoDo Group, which is in any way related to a breach of the obligations to which the Partner is subject to in accordance with the provisions of this Agreement, or

c. Where the Company has evidence or otherwise reasonably determines that the Partner is in breach of its obligations as set out in this Agreement; or

d. Where any Client commits a material breach of its Terms and Conditions with any member of the Group, including but not limited:

e. refusal or failure to provide or update, or providing false, inaccurate, or misleading information or documents.

f. engaging in any behavior which could be considered by the Company as abusive of the GoDo Group's trading systems, including but not limited engaging in any practices for the purpose of deriving a benefit from delays in the prices, trading at off-market prices and/or outside trading hours, abusing the system for trading at manipulated prices; or

g. any event of default under the Terms and Conditions.

3.2. **Partner Application Form:** means the form located at the website GoDopartner.com completed by the Partner before or at the time of entry into this Agreement, the provisions of which are incorporated herein and are an integral part hereof.

3.3. **Applicable Laws and Regulations** means all laws, regulations, directives, circulars, regulatory administrative **decisions**, rules of any regulated market or exchange to which any member of the GoDo Group and the Partner are or may be subject to from time to time, including without limitation:

3.4. **Banned Jurisdictions** means any such jurisdiction as the Company may from time to time at its discretion designate as a **"Banned Jurisdiction"** by a written notice to the Partner.

3.5. **Client:** means a legal or natural person which is either a prospective client of the GoDo Group and has been properly identified for Anti Money Laundering purposes, and has otherwise completed a client on boarding process under the specified Terms of business**.**

3.6. **Confidential Information:** means, without limitation, all tangible and intangible information and materials being disclosed to the Partner in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the Company or any member of the GoDo Group or by a third party), including but not limited to:

a. the business, affairs, Clients, trading platforms, liquidity providers, data or feed providers and other vendors, plans, intentions, or marketing plans and opportunities, financial position and financial projections of the Company or of the GoDo Group; and

b. the operations, processes, product information, know-how, designs, trade secrets or software of the Company or of the GoDo Group;

c. any information or analysis derived from Confidential Information; but not including any information which:

d. was available to the Partner on a non-confidential basis prior to disclosure by the Company; or

e. the Parties agree in writing is not confidential or may be disclosed; or

f. was publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Partner (or its employees, officers, representatives or advisers).

3.7. I**ntellectual Property Rights** means without limitation patents, know-how, trademarks, rights to inventions, copyright and related rights, trade marks, business names and domain names, lists and information on any Clients, information on business or trading practices and remuneration, client incentive and loyalty schemes, commission or other similar incentive schemes for Partners and other business partners, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

3.8. **Marketing and Communication Guidelines**: means the guidelines under which the Partner is expected to market the company to prospective clients and the guidelines under which the Partner is expected to communicate with both prospective clients and Clients as may be amended from time to time.

3.9. **Qualified Trade**r: A human user who was directed by an Partner and identified by a Tag ID assigned to such Partner or identified by entering a partner code assigned to such Partner; provided that:

a. such Partner is confirmed by Company as included in the Program and is linked to the Site(s) in accordance with this Agreement,

b. such user has been approved by the Company and has made a minimum real money deposit of at least US$250, or such other minimum amount as shall be specified by the Program from time to time,

c. with respect to CPA commission, the user has closed at least 1 trade, or such other amount as shall be specified by the Program from time to time or agreed between the GODO and GODO Partner, and

d. such user is not already registered to the site(s) under a different name or through a different identity. It is hereby clarified that neither an Partner nor any of its Partner Parties are eligible to become Qualified Traders under such Partner's Tag ID(s), and should an Partner or any of its Partner parties do register, Partner will not be eligible to receive the applicable

3.10. **Referral:** the referral of prospective Clients to the Company where such referral results in a client successfully

registering for a trading account with any member of the GoDo Group.

4. ESTABLISHMENT OF RELATIONSHIP

4.1. Upon the earlier submission and completion of **application** form or execution by the Partner of this Agreement, the Company shall conduct an initial review of the Partner. In the event the Company is willing to enter into this Agreement with the Partner, the Company's authorized representative (the **"Partner Manager")** shall contact the Partner using the contact details provided by the Partner in the Partner Application Form or otherwise and notify the Partner about provisional acceptance thereof as the Company's Partner and about commencement by the Company of the Partner due-diligence, KYC and verification process (the **"Verification Process").**

4.2. As soon as reasonably practicable after giving notice the Partner Manager shall contact the Partner and inform him of the KYC, anti-money laundering and other verification and compliance documentation that the Partner will have to provide to the Company in the course of the Verification Process, including the documents specified above.

4.3. The Partner shall, as soon as reasonably possible upon receipt of the communication from the Company and provide to the Company such documents as the Company shall determine in its sole discretion for the purposes of completion of the Verification Process and as may be required for the purposes of the GoDo Group complying with the Applicable Laws and Regulations.

4.4. Without prejudice to the generality of the foregoing, the partner shall provide to the Company copies of the following documentation:

4.4.1. If the partner is a natural person, the Partner's proof of residence and proof of identity in a form satisfactory to the Company;

4.4.2. If the partner is a body corporate, copies of all statutory documents of the Partner, including but not limited to its memorandum and articles of association, certificate of incorporation, proof of registered address, register of directors and shareholders, certificate of good standing; and detailed description of the Partner's source(s) of traffic (Digital and offline) which the Partner intends to use for the purposes of marketing GODO to the potential Clients including web-address of the Partner's web-site(s) and details of any off-line media or other activities operated by the Partner **("Traffic").**

4.5. The partner shall only obtain Traffic, including a website, which have been communicated and approved by the Company during the Verification Process. Where the Partner wishes to use additional and/or different Traffic, these shall be communicated and approved by the Company prior to being used by the Partner for the purpose of providing the Services.

4.6. The partner shall ensure that all and any documents requested from it under this 4.4 are provided to the Company in a form satisfactory to the Company before the date of any commission payment due by the company under this Agreement.

4.7. The partner understands and agrees that the Company reserves the right to withhold any commission and any other payments due to the Partner hereunder until the Verification Process is completed to the Company's satisfaction.

4.8. The *"Partner Manager"* shall notify the Partner of successful completion of the Verification Process.

4.9. The partner shall immediately notify the Company in writing in the event of any changes to its circumstances (or in the event where the Company notifies the GODO Partner that it has become aware of such changes) that cause any of the documents submitted to the Company during the Partner Verification Process be outdated or invalid and shall henceforth provide to the Company accurate and up-to-date documents reflecting any such changes.

5. REFERRALS

5.1. In consideration of the commissions payable by the Company, the partner agrees to serve as a point of referral and facilitator for the purposes of marketing GODO to the prospective Clients via:

5.1.1. providing a link from its own website.

5.1.2. approach the prospective Clients and/or otherwise advertise the Website or the trading platform of GODO through off-line Traffic Sources.

5.1.3. provide true, fair and accurate information to prospective Clients in relation to the Investment Services offered by the GoDo Group in respect of trading by Clients Financial Instruments that the GoDo Group may engage in.

5.1.4. provide a true, fair and accurate description of the GoDo Group's business such as to enable a correct and balanced understanding by the prospective Clients of the services offered by the GoDo Group.

5.2. The Partner shall ensure that each prospective Client who approaches to or is approached by the Partner is provided with information concerning the risks involved in trading Financial Instruments, including the risk of losing most of or all capital invested by a prospective Client. Such information must be not less detailed than that contained in the Risk Disclosure Statement available at the company website.

5.3. The partner shall comply with any business-related instructions or directions given to the Partner by the Company in carrying out the Services provided for herein.

5.4. The partner shall not approach any potential Clients or distribute any advertising or marketing materials whatsoever about the GoDo Group in any Banned Jurisdictions, or outside the scope permitted by this Agreement.

5.5. The Partner shall not support the Clients on any technical or other matters associated with the Clients' trading with the GoDo Group and shall direct the Clients to the relevant member of GoDo Group's customer support service in the event any such matters arise.

5.6. The Partner will not induce, encourage, push or promote any prospective Client (either through offline or online ways or means or in any other tactics) to enter into any portfolio management service to any Client, whether directly or indirectly, or operate or direct operation of any Client's account, even if the Client seeks to provide the Partner any authority or power of attorney to authorize such operation.

5.7. The Partner shall not allow its interests to conflict with its duties under this Agreement and shall comply with all reasonable and lawful instructions of the Company.

5.8. Where the Company, in its absolute discretion, considers that the Partner does not satisfy the requirements of the Company as set out in this Agreement or that the Partner is otherwise not fit to provide Services to the Company or GoDo Group, the Company, in its absolute discretion may terminate this Agreement with immediate effect by giving to the Partner a written notice, without prejudice to any of the rights of the Company under this Agreement.

5.9. The Partner shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorized to bind the Company or any member of the Group in any way, and shall not do any act or otherwise conduct itself in such manner which might reasonably create the impression that the Partner is so authorized. The Partner shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Company.

5.10. Breach of the provisions shall allow the Company to immediately terminate this Agreement by giving a written notice to the Partner.

5.11. The Partner shall use only such marketing or advertising materials relating to the Company or the Investment Services, as is provided to the Partner by the Company.

5.12. The Partner shall not produce any such material, or use the Company's or GoDo Group's name, logo or trademarks, without the prior written consent and approval of the Company.

5.13. In cases where the logo of the Company is used in accordance with the foregoing, it must be clearly indicated that the website of the Partner is a tool for the direction of prospective Clients for registration as Clients of the GoDo Group.

5.14. The Company shall have the right to reject, in its sole and absolute discretion, any of the Traffic Sources used by the Partner. The Partner shall, immediately upon receipt from the Company of a notification to that effect, cease using the Traffic Sources so identified by the Company for the purposes of providing services under this Agreement.

5.15. The Partner shall not give or offer any investment, tax, legal or any other advice or opinion or information (whether oral, written or electronic in any mode or medium). Without prejudice to the generality of the foregoing, the Partner shall not:

5.15.1. in consideration of any prospective or actual Client's personal circumstances provide any opinion on trading or the direction of the markets and/or of financial instruments;

5.15.2. in consideration of any prospective or actual Client's personal circumstances advise on any investment strategies;

5.15.3. in consideration of any prospective or actual Client's personal circumstances advise on opening of new positions in any financial instrument (whether offered by the GoDo Group or not);

5.15.4. in consideration of any prospective or actual Client's personal circumstances advise on closing existing positions in any financial instrument (whether offered by the GoDo Group or not);

5.15.5. in consideration of any prospective or actual Client's personal circumstances give to any advice or recommendation on hedging positions in such Client's portfolio;

5.15.6. in consideration of any prospective or actual Client's personal circumstances provide any kind of custom-made trading signals to prospective or actual Clients.

6. THE PARTNER (Obligations)

6.1. shall not represent to any prospective Clients or otherwise create an impression that such Clients are guaranteed any profits by the GoDo Group;

6.2. shall not make any misleading statements, represent or otherwise create an impression with the prospective Clients that CFD trading is simple or that it does not require knowledge, experience and understanding of the financial markets and instruments;

6.3. shall not in any way create an impression with prospective or actual Clients (either through communication with them or otherwise) that leveraged trading in Financial Instruments offers guaranteed or risk free returns;

6.4. shall not in any way compare an account of the potential Client of the GoDo Group to normal bank accounts or create an impression or communicate to the potential Clients that any account with the GoDo Group bears interest and/or enjoys any statutory and regulatory protections afforded to the bank accounts;

6.5. shall not manage or operate any trading account of, or for, any Client, and further shall not undertake any portfolio management (whether on discretionary or on advisory basis) for any active or prospective Client;

6.6. agrees that it will not represent to any prospective Client that the GoDo Group will guarantee such Client against losses or limit the losses of such Client;

6.7. shall not use any language or practices that may be construed as offering any promise or guarantee of any trading gain or profits to any Client;

6.8. shall not engage in high pressure sales tactics or any unethical techniques with regard to any Client and shall abide at all times by high ethical standards in its dealings with all Clients;

6.9. shall not seek to advise, direct or influence, directly or indirectly, how any Client will respond to the GoDo Group's questionnaires aimed at the Company assessing the knowledge and experience of the Client or at assessing the source of wealth and economic profile of the Client, and

6.10. shall adhere at all times to the Marketing and Communication Guidelines of the Company.

6.11. No exclusivity is granted to the Partner by virtue of this Agreement.

6.12. The Services provided by the Partner, are provided at its own cost and risk.

6.13. In cases which the Partner works with the Company as "tier / master Partner", the Partner shall ensure that all and any Sub-Partners (as defined in 6.10 below) working under his account comply with the terms of this Agreement and the Marketing and Communication Guidelines. The Partner shall be directly liable to the Company for any actions of any Sub-Partners working under the Partner's account.

7. RELATIONSHIP WITH CLIENTS

7.1. Partner shall not represent itself as the Company or any member of the GoDo Group and should specify on its website (if it has any) of the nature of this partner in relationship with GODO.

7.2. Partner will not attempt to bind the Company or any member of the GoDo Group in any manner and not to use any trademarks or signs of the GoDo Group without prior written consent of the Company.

7.3. The partner acknowledges that all customers including Clients brought to the GoDo Group by Partner are GoDo Group's customers except as provided for herein any information about these customers are the exclusive and sole property of the Company. Upon termination of this agreement the customers will remain the Company's customers.

7.4. The partner shall adhere to Company advertising restrictions and policies as detailed on www.godopartner.com. Such terms may be adjusted by Company at its sole discretion.

7.5. Partner shall ensure that there is no conflict of interest between Partner and any Client in connection with the subject of this Agreement.

7.6. All Client accounts will be self-directed accounts. No money manager, mirror trading, copy trading or signal trader accounts shall be permitted.

7.7. Partner will not trade on Client's behalf.

7.8. Company shall be under no obligation whatsoever to accept as a Client any Applicant introduced by Partner.

8. COMPLIANCE WITH LAWS AND POLICIES

8.1. Each Party shall, at its own expense, comply with the Applicable Laws and Regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licenses, registrations, permits and approvals.

8.2. The Partner hereby represents that it shall at all times comply with the Applicable Laws and Regulations of the GoDo Group in providing such Services.

8.3. he Partner shall comply with the Marketing and Communication Guidelines which the Partner confirms it has received a copy of.

8.4. The Partner understands that the Company is authorized and regulated in the conduct of its activities and shall adhere at all times to Applicable Laws and Regulations.

8.5. The Partner 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 Laws and Regulations by the GoDo Group and undertakes to cooperate with the Company in any requests aimed at achieving or enhancing GoDo Group's compliance with the Applicable Laws and Regulations.

8.6. The Partner undertakes to cooperate, if required by any relevant authority in connection with the Services which it provides to the Company pursuant to this Agreement and to allow the Company, the Company's Compliance function or its internal or external auditors as well as its national competent authorities effective access to:

(a) data (including all communications and all documentation in whatever mode or form) related to the Services which it provides to the Company pursuant to this Agreement without withholding or delaying any such access or data; and

(b) the business premises of the Partner.

8.7. The Partner shall ensure that all communications in which it engages in the course of providing Services to the Company in accordance with the provision of this Agreement, (whether oral, written, electronic or otherwise and through whatever mode or medium) including in relation to GoDo Partner, are fair, clear, not misleading and not aggressive and that nothing in its communication or interaction with any Client, will be untrue, unfair, misleading or aggressive. The Partner agrees and accepts that this will be the subject of assessment at regular intervals by the Company, as deemed appropriate by the Company at its sole discretion. The Partner undertakes to cooperate fully with the Company at all times and to provide all such documentation, records of communication as well as other information and clarifications that may be required by the Company in order to enable the Company to undertake such assessments.

8.8. The Partner shall not engage in any conduct which gives the impression that the regulated status of the GoDo Group applies to the Partner, or that the Investment Services provided by the GoDo Group are provided by the Partner.

8.9. The Partner is and remains responsible at all times to ensure that any material, documents or information provided by the Company are in accordance with the laws of the country in which such material, documents or information are marketed or used or are to be marketed or used.

9. ANTI-BRIBERY COMPLIANCE

9.1. The Partner agrees and accepts not to engage or encourage directly or indirectly in any conduct that may be construed to be an act of bribery or corruption of any government or public official or any other executive (including indicatively corporate executives) who can make, direct or influence a decision, and to comply with all laws, statutes and regulations relating to anti-money laundering and corruption which are applicable to it.

9.2. The Partner shall on no occasion make or offer a payment in money or in kind, or otherwise offer or accept any inducement seeking to:

(a) obtain or retain business;

(b) obtain a share/percentage in the payment; or

(c) induce someone to behave improperly, irrespective of whether they are government, public or private sector officials or employees.

10. COMMISSION AND PAYMENT

10.1. The Partner shall be in full compliance with its obligations under this Agreement.

10.2. The Partner shall be entitled to Commission if a prospective Client referred by the Partner registers with any member of the GoDo Group accepting the Terms and Conditions, and continuously complies with the relevant compliance, anti-money laundering, know-your- customer requirements, trading and other terms and conditions.

10.3. The Partner acknowledges, understands, agrees and accepts that the GoDo Group retains at all times the sole right as to whether to accept a prospective Client as a Client of the GoDo Group and that it will at no time be permitted to participate in GoDo Group's assessment of the knowledge and experience of the prospective Client of Financial Instruments or in the GoDo Group's assessment of the source of wealth and economic profile of the prospective Client for the purposes of any member of the GoDo Group complying with its legal obligations pertaining to the combating of financial crime and money laundering, or in any other assessment or evaluation of the prospective Clients that the GoDo Group may undertake for any reason.

10.4. The amount of commission and or other payments (collectively the "Commission") payable shall be as determined in accordance with *Fee schedule agreement agreed between the Company and the Partner*.

10.5. Notwithstanding anything to the contrary in this Agreement or in any Fee schedule agreement.

10.6. No Commission will be payable to the Partner prior to the registration and compliance with the other conditions referred to herein of five (5) prospective Clients referred by the Partner who make a minimum required deposit as determined by the GoDo Group and open and close at least one trade (the "Minimum NAC Requirement"). Once the Minimum NAC Requirement has been achieved, Commission will be payable to the Partner with respect to all Clients referred by the Partner from the first such Client, all in accordance with the other provisions of this Agreement and any applicable fee schedule agreement.

10.7. **FOR THE REMOVAL OF ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT ITS SOLE**

10.8. **AND ABSOLUTE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE, AT ANY TIME, ANY CRITERIA APPLYING TO ANY COMMISSIONS, INCLUDING WITHOUT LIMITATION, SETTING ANY BASELINE, THRESHOLD, MINIMUM DEPOSITS/EARNINGS AND/OR OTHER REQUIREMENT(S) FOR RECEIVING ANY COMMISSION.**

10.9. The Company shall ***within 15 (fifteen) Business Days*** of the end of each calendar month in which any Clients referred by the Partner had any trading activity in their trading accounts with the Company, make payment as per the agreed Fee schedule.

10.10. The Company shall have a right to suspend and/or withhold any accrued but unpaid Commissions in the event of breach by the Partner of any provision of this Agreement or of any applicable law or if the Company has a reason to

believe that there is a Non-Qualified Traffic in the Partner account.

10.11. In the event that the Company determines the activity constitutes Non-Qualified Traffic, the Company shall recalculate or withhold the Commissions accordingly and in its sole discretion. It is hereby further clarified that in any event that the Company determines that the suspected transactions are in fact Non-Qualified Traffic, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the link assigned to such Partner inoperative, to change the Partner's compensation plan (including retroactively) and immediately block Partner's access to the Company's Partner program, with no compensation to Partner. Partner hereby irrevocably waives any claim or demand against the Company, its Partners, its directors, officers, shareholders, employees in respect of such action taken by the Company.

10.12. **"*Non-Qualified Traffic*"** means traffic from the Partner and/or Clients and/or any deposit and/or revenues generated by any Client which the Company has reason the believe in its sole and absolute discretion to:

(i) have been obtained by illegitimate means (including without limitation to those relating to e-mail marketing and "spamming");

(ii) be false and/or non-compliant with the Partner program (including collusion between Partners and Clients or encouragement of trading activity intended to generate Commissions and not profits); (iii) have been obtained by misleading conducts and/or through collusion and/or manipulation of GoDo Group's services, system, bonuses and/or promotions (including without limitation, via offers to share the Commissions directly or indirectly with Customers, and any other unauthorized use of any third party accounts, copyrights or trademarks), in each case, regardless of whether or not it actually causes harm to the Company or GoDo Group.

10.13. For avoidance of doubt and without derogating from the generality of the foregoing, the Partner shall not be entitled to receive Commissions and/or any other payment (pursuant to any arrangement between the Partner and the Company) if the Company has a reason to believe that the Client trading accounts are owned and/or managed by the Partner and/or any of its shareholders and/or officers and/or any of their family members and/or dependents and/or relatives.

10.14. The Company reserves the right to take legal actions against the Partner in the event the Partner shall attempt to manipulate the Company and/or abuse the Company's Partner program. Without limitation of the foregoing, the Company reserves the right to withhold, setoff and/or deduct from any payment due to Partner hereunder in the event of such manipulation and/or abuse and may also terminate this Agreement with immediate effect.

10.15. The Partner undertakes to provide to the Company as soon as reasonably practicable after the date of this Agreement coming into effect, and in any event not later than the date on which the first payment of the Commission becomes due, accurate wire transfer details or other pre-agreed upon payment methods which shall indicate the Partner as the sole beneficiary of the payment. The Company shall have a right to reject any payment to the Partner hereunder if the Partner is not the sole beneficiary in the payment details provided by the Partner to the Company. The Company shall not be liable for any errors or inaccuracies in the payment details provided by the Partner.

10.16. Commission shall be payable to the Partner in United States Dollars only, unless the Company elects at its discretion to effect a payment in any other currency.

10.17. The Partner shall bear its own costs in providing Services hereunder and shall be solely responsible for the payment of all its personnel, marketing, communication, administration and other overhead expenses, taxes and/or charges and/or fees and duties arising from the provision of Services pursuant to this Agreement (including on domain and other internet related payment).

10.18. It is agreed by both Parties, that the Commission payable by the Company to the Partner is subject to review from time to time and change by the Company in its absolute discretion.

10.19. Without prejudice to the provisions of Indemnity and Remedial Action, the Commissions payable by the Company under this Agreement shall be subject to malus and clawback, such that in the case of Adverse Action against the Company or GoDo Group, the Company may refuse to make further payments of Commission, and/or may demand repayment of any Commissions already paid to the Partner up to the amount of a reasonable estimate of the Company's loss resulting from such breach or failure.

10.20. Where the Partner refers to the GoDo Group persons who also become Partners of the Company ("Sub-Partner"), the Partner, in effectively a Master Partner capacity, shall be entitled to such payments as shall be agreed between the Company and the Partner in writing.

10.21. The Company may, in its sole and absolute discretion, provide additional remuneration in the form of a reward, based on qualitative and other criteria that the Company may establish from time to time, having also regard to Applicable Laws and Regulations.

10.22. The Company has the absolute right, after giving prior notice to the Partner, to change the Commission payable to the Partner for reasons related to the Company's

remuneration policy by giving to the Partner at least 15 Business Days' advance notice by e-mail. Where the Partner does not return to the Company with written objections to the proposed changes to the Commission and continues to provide Services after receiving or being deemed to have received notice in accordance with the provisions of this Agreement, the Partner will be deemed to have accepted such change in the Commission payable, by conduct. For the avoidance of doubt, any change in Commission made hereunder shall apply, from the date on which any such change became effective, shall apply with respect to both the Clients referred by the Partner prior to such change and the Clients referred after such change, but shall not affect any payments of Commission accrued up to the effective date of such change.

10.23. In addition, the Company may, in its sole discretion, retroactively change the Commission payable to the Partner, in the event that the Company has a reasonable suspicion of a manipulation of the Company and/or the Trading Platform and/or of any abuse of the Partner Program and/or of the Partner's compensation plan (including collusion between Partners and Customers or encouragement of trading activity intended to generate Commissions and not profits) and/or from any other reasonable grounds in the Company's sole and absolute discretion. In such event, effective as of the date specified in the Company's notification to the Partner regarding the change of the Commission, the Partner shall be compensated under the new compensation plan and it shall not be entitled to receive any payment under the previous compensation plan (and in the event that any payments have already been made under the previous compensation plan, the Partner shall immediately return the Company any such payment and the Company shall also be permitted to deduct such payments from any future payments due to the Partner, which may cause an Partner's account to be in a negative balance.

10.24. The Partner is prohibited from receiving or handling any funds from any Client for any purpose whatsoever, whether as recipient for its own account or for the purpose of relaying or delivering such funds to any other person or entity, including, without limitation, the Company.

11. ANTI-MONEY LAUNDERING

11.1. When introducing Clients, the Partner hereby undertakes not to refer any Client which it knows or believes or reasonably should have known or believed may be involved in any money-laundering or terrorist financing activities.

11.2. The Partner shall provide the Company with any information the Company deems as necessary in relation to its obligation to undertake an assessment of the Partner with respect to money laundering risk.

11.3. The Partner shall update the Company by written notice, as soon as possible, about any change (whether actioned or expected) in its corporate, financial and legal status and with respect to any regulatory, judicial, police or other investigations in its affairs or affairs of its shareholders and key personnel.

12. INTELLECTUAL PROPERTY

12.1. The Partner acknowledges and agrees that Intellectual Property Rights belonging to the Company and GoDo Group, shall remain the proprietary property of the Company and GoDo Group as appropriate, and that nothing in this Agreement or in any disclosures made during the course of this Agreement or emanating therefrom shall be construed as granting to the Partner any right, entitlement, license, patent, copyright, design license or any other Intellectual Property Rights which may now or hereafter exist. Nothing in this Agreement shall be deemed to be a waiver, transfer or entitlement to any such Intellectual Property Rights by the Company or GoDo Group.

12.2. Subject to the provisions of this Intellectual Property, the Partner may use GoDo Group's logo and brand names with the prior written permission of the Company.

12. CONFIDENTIALITY

12.3. The Partner undertakes that it shall not at any time during this Agreement, and **for a period of five (5) years after termination** of this Agreement, disclose to any person any Confidential Information concerning the business, marketing strategy, affairs and Clients of the Company or clients of any member of the GoDo Group, except as permitted. The Partner may disclose the Company's Confidential Information:

12.3.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Partner's obligations under this Agreement. The Partner shall procure that its employees, officers, representatives or advisers to whom it discloses the GoDo Group's Confidential Information and are bound by relevant confidentiality and professional undertakings to the Partner; and

12.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

12.3.3. All documents and other records (whether verbal, in writing, electronic or otherwise, stored in whatever mode or medium) containing Confidential Information supplied to or acquired by the Partner from the Company shall be returned promptly to the Company on termination of this Agreement, and no copies shall be kept. Where Confidential Information has been kept in physical, electronic or other mode of storage, the Partner shall return one copy to the Company and confirm to the Company that it has deleted all other copies, other than one single copy it may deem necessary to maintain so as to defend itself in any action in front of any court of competent jurisdiction or any governmental or regulatory authority.

13. TERMINATION

13.1. Without affecting any other right, either Party may terminate this Agreement for any reason, at any time, after providing to the other Party five (5) Business Days' written notice.

13.2. The Company shall have a right to terminate this Agreement with immediate effect by a written notice to the Partner at any time during any evaluation period.

13.3. Without prejudice to the provisions, the Company may terminate this Agreement with immediate effect by giving written notice to the Partner if:

13.4. the Partner commits a material breach (as determined by the Company in its reasonable opinion) of this Agreement, including without limitation, a breach of any of its obligations under this Agreement (including where the Partner provides false, inaccurate or misleading KYC, compliance and anti-money laundering information or in general the conduct of the Partner is one that the Company, acting at its discretion and reasonably, deems to cause regulatory or reputation issues to the Company;

i. the Partner produces or uses any advertising on marketing in breach of the requirements

ii. the Partner rejects any proposed change in Commission communicated to it by the Company

iii. where any Client referred by the Partner commits any breach of the Terms and Conditions of any member of the GoDo Group, including without limitation, a breach in relation to abusive or unfair trading practices or manipulation of the electronic trading platform;

iv. any Client referred to a Group company provides fraudulent, inaccurate or misleading documentation in the course of the KYC and anti-money laundering checks, as may be required by the Company and the Applicable Laws and Regulations;

v. where the Partner is a legal entity, the Partner becomes insolvent or is subject to any insolvency, administrative, regulatory or professional proceedings as per the applicable provisions in its jurisdiction of incorporation, or, where the Partner is a natural person, is subject to bankruptcy proceedings;

vi. The Partner does not, in the Company's discretion, act reasonably and in good faith;

vii. The Partner becomes or is reasonably likely to become incapable of performing its obligations under this Agreement;

viii. The Partner is in breach of the mandatory policies; Where the Partner, being a natural person, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

13.5. All Clients referred to the Company during the term of this Agreement, shall remain Clients of the Company upon termination or cessation of this Agreement (unless such Client is terminated by the Company in its sole discretion for any reason whatsoever). The Partner shall not interfere with any Client's right to maintain the Client's account with, or transfer the Client's account to or from, the Company.

14. CONSEQUENCES OF TERMINATION

14.1. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

15. NO PARTNERSHIP OR AGENCY

15.1. The relationship between the Company and the Partner shall be that of independent parties. Nothing in this Agreement is intended to, or shall be deemed to, establish an employee-employer relationship, any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party. Furthermore, the Partner agrees that:

15.2. Where the Partner is not authorized and regulated in the provision of investment or any other services, it shall not hold itself out as being regulated to provide any services for which it is not duly authorized and regulated in accordance with the provisions of the Applicable Laws and Regulations, and shall not make use of the contractual or other

relationship which it has with the Company, to represent or hold itself out as being so regulated; and

15.3. The Partner shall not engage in any conduct which gives the impression that the regulated status of the GoDo Group applies to itself, or that the Investment Services provided by the GoDo Group are provided by the Partner.

15.4. Without prejudice to the generality of the above, the Partner shall not be construed or hold itself out as acting as broker or agent of the Company or GoDo Group and shall not indicate or seek to indicate such in any marketing or communication material.

15.5. The Partner shall not use the name of the Company or GoDo Group in answering its telephone or in any other ways represent that it is associated with the Company or GoDo Group other than in a relationship of an Partner. In contracting for support services such as rent, telephone and utilities, the Partner shall not use or refer the name of the Company or GoDo Group.

15.6. The Partner confirms that it is acting on its own behalf and for solely its own benefit and not for the benefit of any other person.

16. DATA PROTECTION

The Partner shall ensure that-

16.1. it has obtained all necessary rights from third parties and any notification or consent requirements which may be required from any person in relation to or for the purposes of processing data for the purposes of providing Services in accordance with its obligations under this Agreement.

16.2. it has complied with all other requirements under any applicable privacy and data protection laws, regulations and mandatory codes.

16.3. The Partner shall, upon request of the Company, provide to the Company all such documentation and information evidencing its compliance with the specified requirements.

16.4. The Partner agrees and accepts that nothing in this Agreement creates an obligation for the Company to share any information it gathers or acquires at any stage about any Client, with the Partner.

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

17.3. Nothing in this Clause shall limit or exclude any liability for fraud.

18. VARIATION

18.1. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

19. WAIVER

19.1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. NOTICES

20.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party in accordance with the contact details stated in respect of each Party, or such other address as that Party may have specified to the other Party in writing and in addition, shall be sent via email to support@godopartner.com.

21. INDEMNITY AND REMEDIAL ACTION

21.1. The Partner will indemnify the Company and keep the Company indemnified on demand in respect of all direct, indirect, punitive, incidental, special, consequential damages or any other damages, all liabilities, costs, claims, demands and expenses (including legal costs) of any nature whatsoever (collectively, "Losses") which the Company may suffer or incur as a direct or indirect result of any act or omission of the Partner in connection with its relationship with the Company or any Client referred by the Partner to the Company or any failure by the Partner to perform any of the Partner's obligations under this Agreement and the Marketing and Communication Guidelines but excluding any Losses which result from the Company's own negligence, fraud, wilful misconduct or material breach by the Company of the terms of this Agreement.

21.2. Without prejudice to the generality of the above, the Partner agrees to indemnify and hold harmless the Company for any Losses suffered as a result of Adverse Action.

21.3. Where any Adverse Action consists of or relates to any derogatory or defamatory statement against the Company or its Group, the Partner undertakes to take such remedial action and make such corrective statement as the Company may instruct for the purposes of addressing the effect of the Adverse Action, provided always that the Partner will not be

required to make any statement which is misleading or untrue.

22. AMENDMENTS TO THIS AGREEMENT

22.1. Notwithstanding any other provision contained in this Agreement, the Company retains the right at any time to amend the provisions contained herein by giving a written notice to the Partner. Such amendment shall become effective on the date specified in the notice. Where the Partner continues to provide Services after the date specified on the notice, it will be deemed to have accepted the amendment by conduct. Where the Partner gives the Company a written notice that it does not accept such change, the Company may terminate this Agreement.

22.2. Where any amendment is deemed by the Company to be necessary or appropriate for the purposes of compliance with any Applicable Laws and Regulations, the Partner agrees, acting at the request of the Company, to affect such amendments within the timeframe set by the Company at its entire discretion and as may be necessary or appropriate for this purpose.

22.3. In the case in which the Partner does not agree to any amendment which the Company considers reasonable or appropriate , within the period set by the Company, this Agreement may be terminated by the Company without further notice.

23. RECORD KEEPING

23.1. The Partner should be able to provide to the Company at any time, evidence of its compliance with the provisions of this Agreement, and for this purpose, and without limitation of the generality of the above, it shall maintain at all times adequate records regarding the following:

i. the content of any statement or representation made to any Client, (along with a translation in the case in which the relevant communication is not in English),

ii. the manner and means in which any such communication was communicated, and

iii. copies of all written and electronic communication with Clients, in whatever mode or medium transmitted, including all marketing communication.

23.2. The Partner shall maintain such records throughout the duration of this Agreement and for five years after the termination hereof, and shall deliver all such records to the Company at any time upon request by the Company and upon termination of this Agreement.

AGREEMENT TO TERMS

The Partner _____ hereby confirms that all the information contained herein this form is correct and agrees to the terms of Agreement.

GODO LTD

Legal Entity Identifier (LEI): 875500OKE06IMB6KXH37.

_____ Name and Signature

_____ Company's Autogenerated Stamp