

We Golden — Introducing Broker (IB) / Affiliate Partner Agreement (Revshare)

Effective Date: This Agreement is effective on the date the Partner accepts it electronically via the WeGolden Partner Portal (“Effective Date”).

This Introducing Broker (IB) / Affiliate Partner Agreement (the “**Agreement**”) is entered into by and between:

(1) WeGolden (PTY) LTD, (“WeGolden”, “Company”, “we”, “us”, “our”); and (2) The individual or legal entity applying and accepting this Agreement electronically through the WeGolden Partner Portal (“Partner”, “IB”, “you”, “your”).

The Company and the Partner are collectively the “**Parties**”.

1. SCOPE AND RELATIONSHIP

1.1 Scope. The Partner introduces prospective clients to WeGolden and markets WeGolden products and services in accordance with this Agreement, applicable laws, and Company policies.

1.2 Independent contractor. The Partner is an independent contractor and has no authority to bind WeGolden. Nothing in this Agreement creates a partnership, joint venture, employment, franchise, agency, fiduciary relationship, or representation.

1.3 No advice / no representation. The Partner must not (a) provide investment advice on behalf of WeGolden, (b) act as WeGolden’s representative, (c) make guarantees of profit, or (d) misrepresent trading conditions, execution quality, fees, licensing or regulatory status, or risk.

2. DEFINITIONS

2.1 “Client” means a person or entity who opens an account with WeGolden.

2.2 “Referred Client” means a Client who is tracked and attributed to the Partner through the Company’s tracking link, referral code, sub-ID, or manual assignment by WeGolden.

2.3 “Partner Portal” means the Company’s online portal used by Partners for tracking, reporting, and commission information.

2.4 “IB Reward” means the Partner commission payable under this Agreement.

2.5 “RevShare” means a share of Eligible Revenue attributable to Referred Clients, calculated under this Agreement and Schedule A.

2.6 “Eligible Revenue” means the trading-related revenue components included for RevShare purposes as described in Schedule A, net of adjustments and exclusions.

2.7 “Qualified Trade” means a trade meeting all eligibility requirements under Section 8 and Schedule B.

2.8 “Prohibited Conduct” means any conduct described in Section 10, including abuse, cheating, manipulation, gaming, fraud, or attempts to improperly generate IB Rewards.

2.9 “Restricted Jurisdictions” has the meaning set out in Section 6.

2.10 “Associated Parties” means the Partner’s owners, directors, employees, contractors, agents, relatives, affiliates, controlled entities, and any person reasonably believed by WeGolden to be acting in concert with the Partner, including where identifiers overlap (e.g., device, IP patterns, funding methods, payment instruments, or other linkage indicators).

3. ENROLLMENT AND APPROVAL

3.1 Application and acceptance. The Partner applies through the Partner Portal. Acceptance is electronic.

3.2 Approval discretion. The Company may approve or reject any application at its sole discretion.

3.3 KYC/KYB. The Company may request identification, corporate documents, beneficial ownership information, and other compliance documentation at any time. Failure to provide requested information may result in suspension or termination.

4. PARTNER OBLIGATIONS AND COMPLIANCE

4.1 Compliance with laws. The Partner must comply with all applicable laws, regulations, and codes applicable to advertising and marketing, consumer protection, privacy, and anti-spam requirements in each jurisdiction where the Partner operates.

4.2 Fair and not misleading. Marketing must be fair, clear, and not misleading, and must include any risk warnings reasonably required by applicable law or requested by the Company.

4.3 No mis-selling. The Partner must not make statements or claims that are false, exaggerated, or deceptive, including guaranteed returns, “risk-free” claims, or misrepresentation of fees, spreads, execution, or licensing/regulatory status.

4.4 Record keeping and cooperation. The Partner must retain records of marketing content, traffic sources, and campaign settings and provide them promptly upon request by the Company.

5. MARKETING AND BRAND RULES

5.1 Approved materials. The Partner may use Company-provided or Company-approved marketing materials only. The Company may require immediate removal of any non-compliant materials.

5.2 Trademark and impersonation restrictions. The Partner must not register or use domain names, social media handles, apps, pages, or creatives that imitate or are confusingly similar to WeGolden branding.

5.3 No brand bidding (PPC/SEM). Unless the Company provides prior written consent, the Partner must not bid on “WeGolden” or any misspellings or variations in paid search or paid social campaigns, and must not use Company trademarks in ad copy, display URLs, or as targeting keywords.

5.4 Prohibited traffic sources. No spam, unsolicited bulk messaging, forced clicks, cookie stuffing, malware or adware, fake reviews, misleading landing pages, misleading redirects, or any deceptive or unlawful acquisition method.

5.5 Campaign disclosure. The Company may request campaign details (keywords, placements, creatives, landing pages, tracking parameters) and the Partner must provide them within a reasonable timeframe specified by the Company.

6. RESTRICTED JURISDICTIONS AND INELIGIBLE CLIENTS

6.1 No service to certain residents. WeGolden does not provide services to residents of Vietnam, the EEA countries, the United States of America, Israel, Russia, Japan, Canada, the United Arab Emirates, and certain other jurisdictions determined by WeGolden from time to time (the “Restricted Jurisdictions”).

6.2 Partner obligation. The Partner must not target, solicit, or knowingly refer residents of Restricted Jurisdictions.

6.3 Ineligible referrals and consequences. If a Client is determined to be ineligible (including due to residency in Restricted Jurisdictions, sanctions, fraud, or failed compliance checks), the Company may refuse onboarding, restrict or close the account, and any related IB Rewards

may be deemed ineligible and subject to reversal and/or clawback under Section 9.

7. TRACKING AND ATTRIBUTION

7.1 Tracking methods. Attribution occurs only through the Company's official tracking link, referral code, sub-ID and the Company's systems.

7.2 No tracking manipulation. The Partner must not alter, mask, or manipulate tracking.

7.3 Company records prevail. The Company's tracking records and internal logs are the sole basis for attribution and commission calculations.

8. QUALIFIED TRADE RULES (CORE ELIGIBILITY)

8.1 Qualified Trades only. IB Rewards are earned only on Qualified Trades and Eligible Revenue as defined in this Agreement and Schedule A and Schedule B.

8.2 120-second rule. Trades opened and closed in less than one hundred twenty (120) seconds are not Qualified Trades and generate no IB Reward.

8.3 Other exclusions. The Company may exclude trades that are not genuine market-risk trades or that are otherwise non-eligible under Schedule B, including but not limited to hedging or offsetting patterns used to game rewards, abnormal execution, pricing errors, toxic flow, and trades linked to Prohibited Conduct.

8.4 No entitlement. The Partner acknowledges there is no entitlement to IB Rewards unless eligibility is met and confirmed by the Company's systems.

9. IB REWARDS (REVSHARE), DAILY CREDIT, ADJUSTMENTS, WITHHOLDING, AND CLAWBACK

9.1 RevShare model. The Partner's IB Reward is based on RevShare: a percentage of Eligible Revenue attributable to Referred Clients' Qualified Trades.

9.2 RevShare rate (up to 70%). The RevShare rate may be up to seventy percent (70%) depending on the Partner's tier, performance, region, business quality, traffic sources, and other criteria determined by the Company. The applicable rate(s) and tier criteria (if any) are published in the Partner Portal and/or Schedule A and may be updated by the Company from time to time in accordance with Section 16.

9.3 Daily crediting. Subject to Sections 9.4–9.10, IB Rewards are calculated and credited daily based on Eligible Revenue from the prior day's Qualified Trades. Daily credits may be shown as "pending" prior to becoming "payable".

9.4 Pending review / maturation. The Company may apply a reasonable review period before daily credits become payable to allow for risk checks, error corrections, or compliance review.

9.5 Adjustments. The Company may adjust IB Rewards upward or downward (including after crediting) to account for: (a) trade cancellations, amendments, corrections, off-market pricing, system or LP errors; (b) chargebacks, payment reversals, negative balances, rebates, discounts, or disputes; (c) Clients determined ineligible (including Restricted Jurisdictions); (d) trades later determined to be non-Qualified (including the 120-second rule); and (e) any breach of this Agreement, Company policies, or Prohibited Conduct.

9.6 Withholding and suspension (suspected abuse). If the Company has reasonable grounds to suspect Prohibited Conduct, cheating, fraud,

manipulation, reward gaming, or breach of this Agreement, the Company may withhold, delay, suspend, or refuse any IB Rewards (including daily credits), and may suspend the Partner's access to the Partner Portal during investigation.

9.7 Cancellation and clawback. The Company may cancel unpaid IB Rewards and/or claw back (recover) IB Rewards already paid if the Company determines (acting reasonably) that such IB Rewards arose directly or indirectly from: (a) Prohibited Conduct; (b) non-Qualified Trades or ineligible Clients; (c) deceptive or prohibited marketing; (d) tracking manipulation; or (e) any other breach of this Agreement or Company policies.

9.8 Recovery methods. Clawback may be executed by: (a) deduction from future IB Rewards; (b) setting off against any balance in the Partner wallet; and/or (c) requiring repayment within a reasonable timeframe specified by the Company.

9.9 Minimum payout threshold. The Company may require a minimum payable threshold of USD 10 before processing a payout.

9.10 Final determination. The Company's determination of (i) Eligible Revenue, (ii) Qualified Trades, (iii) attribution, and (iv) commission eligibility shall be based on the Company's internal logs and records and shall be final, subject to the dispute procedure in Section 14.

10. PROHIBITED CONDUCT (ANTI-ABUSE / ANTI-CHEATING)

10.1 General prohibition. The Partner must not engage in Prohibited Conduct or assist any person to do so.

10.2 Examples of Prohibited Conduct include, without limitation: (a) self-referrals or referrals of Associated Parties;

- (b) multi-accounting, coordinated accounts, or identity manipulation to generate IB Rewards;
- (c) churning or “reward gaming” strategies designed primarily to generate IB Rewards rather than genuine market exposure;
- (d) hedging or mirroring across accounts or related parties to neutralize exposure while generating rewards;
- (e) exploiting latency, technical errors, pricing errors, or execution vulnerabilities;
- (f) falsifying residency, identity, or documentation to bypass restrictions;
- (g) prohibited marketing methods in Section 5;
- (h) any activity the Company reasonably believes is abusive, cheating, or intended to improperly obtain IB Rewards.

10.3 Consequences. The Company may take any action under Sections 9, 16, and other applicable provisions, including suspension, termination, cancellation of rewards, and clawback.

11. TAXES

11.1 The Partner is solely responsible for all taxes, duties, and governmental charges arising from IB Rewards.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1 Confidentiality. The Partner must keep confidential all non-public information, including Partner Portal reports, tiers, rates, and Company business information.

12.2 Data protection. The Partner must comply with applicable privacy laws and use Client data lawfully and only for legitimate marketing and support activities.

13. INTELLECTUAL PROPERTY

13.1 All Company trademarks, logos, and materials remain the Company's property.

13.2 The Partner's limited right to use approved materials terminates immediately upon termination.

14. DISPUTES AND CLAIMS (IB REWARDS)

14.1 Claim window. The Partner must submit any dispute regarding IB Rewards within 7 days of the relevant report or credit appearing in the Partner Portal.

14.2 Information required. The Partner must provide sufficient details (client IDs, dates, sub-IDs, and other relevant information) for review.

14.3 Review and decision. The Company will review and respond within a reasonable time. The Company may deny claims lacking adequate information.

14.4 No abuse of process. Excessive, repetitive, or bad-faith claims may result in suspension.

15. LIMITATION OF LIABILITY

15.1 The Company is not liable for indirect or consequential losses, loss of profit, loss of goodwill, or marketing costs incurred by the Partner.

15.2 To the maximum extent permitted by law, the Company's aggregate liability, if any, is limited to the IB Rewards paid to the Partner in the preceding three (3) months.

16. TERM, SUSPENSION, TERMINATION, AND UPDATES

16.1 Term. This Agreement starts on the Effective Date and continues until terminated.

16.2 Suspension. The Company may suspend tracking, Partner Portal access, and/or payments immediately where it reasonably suspects breach, compliance concerns, or Prohibited Conduct.

16.3 Termination for cause. The Company may terminate immediately for breach, fraud, cheating, prohibited marketing, brand bidding violations, or other material non-compliance.

16.4 Termination without cause. Either Party may terminate this Agreement at any time, with immediate effect, by written notice (including by email) to the other Party.

16.5 Effects of termination. Upon termination:

(a) the Partner must stop using Company branding and approved materials;

(b) the Company may stop attributing new Clients to the Partner;

(c) unpaid IB Rewards may be forfeited and/or paid amounts clawed back where Section 9.7 applies;

(d) Sections 9 (adjustments, withholding, clawback), 12 (confidentiality), 13 (IP), 15 (liability), 18 (governing law) and any provisions intended to survive termination shall survive.

16.6 Updates to rates and rules. The Company may update RevShare tiers and rates (including up to 70%), Qualified Trade rules, Restricted Jurisdictions, and marketing rules by updating the Partner Portal and/or Schedules. Continued participation after the effective date of changes constitutes acceptance.

17. NOTICES

17.1 To the Company: support@wegolden.com (or such other email address as the Company may notify from time to time).

Registered Address: Unit 8 29 First Avenue East, Parktown North, Johannesburg, Gauteng, 2193, South Africa.

17.2 To the Partner: the email address registered in the Partner Portal.

17.3 Notices are deemed received upon successful delivery to the recipient's email system, provided that no delivery failure notification is received.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

18.2 The Parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) (or any successor court having jurisdiction) in respect of any dispute or claim arising out of or in connection with this Agreement.

19. MISCELLANEOUS

19.1 Entire agreement. This Agreement and its Schedules constitute the entire agreement between the Parties concerning the subject matter.

19.2 Severability. If any provision is invalid, the remaining provisions remain effective.

19.3 Assignment. The Partner may not assign this Agreement without prior written consent. The Company may assign to an affiliate or successor.

19.4 Language. The English version prevails in case of inconsistency with translations.

SCHEDULE A — REVSHARE COMMISSION TERMS

A1. RevShare Rate. The Partner's RevShare rate is determined by the Company and may be up to 70%. The applicable rate (and any tier

criteria) is displayed in the Partner Portal or otherwise notified by the Company.

A2. Eligible Revenue. Eligible Revenue may include spread markup and/or trading commission and/or other trading-related revenue components attributable to Referred Clients' Qualified Trades, net of: (i) rebates/discounts, (ii) chargebacks/payment reversals, (iii) error corrections, (iv) negative balance/credits related adjustments, and (v) any other adjustments reasonably applied by the Company.

A3. Exclusions. No IB Rewards are earned on: (a) non-Qualified Trades (including trades < 120 seconds); (b) ineligible Clients (including Restricted Jurisdictions); (c) trades linked to Prohibited Conduct, abuse, cheating, or manipulation; and (d) any activity excluded under Schedule B or Company policies.

A4. Daily Crediting. Rewards are calculated and credited daily (subject to pending review).

A5. Minimum payout threshold. USD 10.

SCHEDULE B — QUALIFIED TRADE RULES

B1. 120-Second Rule. Trades opened and closed in less than 120 seconds do not qualify.

B2. Hedging / Mirroring Exclusion. Trades may be deemed non-Qualified where they form part of hedging, mirroring, offsetting, or coordinated strategies across one or more accounts intended to minimize market risk while generating rewards.

B3. Abnormal/Erroneous Conditions. Trades executed during pricing errors, off-market ticks, technical malfunctions, or LP/system disruptions may be excluded.

B4. Reward Gaming / Churning. Trades that the Company reasonably determines were executed primarily to generate IB Rewards (including

repetitive short-horizon patterns, round-trip patterns, or other gaming behaviors) may be excluded.

B5. Company Discretion (Reasonable). The Company may classify trades as non-Qualified where it has reasonable grounds to suspect abuse, cheating, or non-genuine trading activity.

SCHEDULE C — MARKETING & BRAND POLICY

C1. No brand bidding without written consent; no trademark domains/handles; no impersonation.

C2. No misleading claims (no guaranteed profits, no “risk-free”, no false fees/spreads/licensing claims).

C3. No spam / deceptive traffic (no forced clicks, malware, cookie stuffing, misleading redirects).

C4. Takedown and disclosure. The Company may require immediate takedown of non-compliant content and may request campaign disclosures.