

ywo

Terms and Conditions for Affiliate Program (CPA Commission Program)

Last Updated: May 2026



These Terms and Conditions (“**Terms**”) govern participation in the Affiliate Program (CPA commission Program) (“**Program**”) offered by **YWO (CM) Ltd** (“**Company**,” “**we**,” “**us**,” or “**our**”) and shall be read together with the Digital Affiliate Agreement, as amended from time to time. By enrolling in the Program, the Affiliate (“**Affiliate**,” “**you**,” or “**your**”) agrees to abide by these Terms, the Digital Affiliate Agreement, and any related policies or program rules published by the Company.

1. DEFINITIONS

“Affiliate”: Any individual or entity approved by the Company to participate in the Program and promote the Company’s services through a unique referral link

“Introduced Client”: A new client who registers and trades via the Affiliate unique referral link and subsequently opens a trading account with the Company.

“Qualified Client”: A client who successfully completes KYC, deposits real funds, and trades the minimum volume required by the program.

“First Time Deposit (FTD)”: The first deposit made by an Introduced Client.

“Affiliate Link” or “Tracking Link”: The unique referral link assigned to the Affiliate for tracking registrations and commission attribution.

“Affiliate Portal”: The dashboard provided to the Affiliate for performance monitoring, reporting, and withdrawal requests.

“Group A”: Eligible Metals trading instruments designated by the Company.

“Group B”: Eligible Forex trading instruments designated by the Company.

“CPA (Cost Per Acquisition)”: A fixed commission paid to the Affiliate upon successful qualification of a Qualified Trader in accordance with the applicable Program tier.

“Fraud Traffic”: Any traffic, deposits, registrations, trading activity, or transactions generated through fraudulent, abusive, deceptive, manipulated, incentivized, automated, illegal, or bad faith practices.

“Restricted Countries”: Jurisdictions where the Company does not provide services, as published on the Company’s website and amended from time to time.

2. PROGRAM OVERVIEW

- 2.1. The Program is a performance-based affiliate program designed to reward Affiliates for referring genuine traders to the Company.
- 2.2. The Program is intended to attract clients who demonstrate a legitimate interest in establishing a long-term trading relationship with the Company.
- 2.3. Affiliates shall earn CPA commissions only when all qualification criteria under these Terms are satisfied.



- 2.4. Participation in the Program does not create any employment, agency, franchise, or joint venture relationship between the Affiliate and the Company.
- 2.5. The Company reserves the right to approve, reject, suspend, or terminate any Affiliate application at its reasonable discretion and without obligation to provide reasons.
- 2.6. Registration for the Program and use of any Affiliate Link constitutes full acceptance of these Terms and any amendments thereto.

3. CPA Commission Program - TIER STRUCTURE

- 3.1. Commission qualification is based on the Introduced Client's FTD amount and completed trading volume within the applicable qualification from the date of the first trade.

Tier	Minimum FTD	Group A (Metals)	Group B (Forex)	CPA Payout	Qualification Window
Tier 1	\$10+	2 Lots	8 Lots	\$30	90 days
Tier 2	\$30+	6 Lots	24 Lots	\$90	90 days
Tier 3	\$100+	18 Lots	72 Lots	\$270	180 days
Tier 4	\$300+	36 Lots	144 Lots	\$540	180 days
Tier 5	\$600+	72 Lots	288 Lots	\$1,080	365 days
Tier 6	\$1,200+	144 Lots	576 Lots	\$2,160	365 days

- 3.2. The Company reserves the right to amend, modify, suspend, replace, or terminate the tier structure, qualification criteria, payout amounts, trading requirements, and qualification windows at any time.
- 3.3. Any custom commercial arrangement agreed between the Company and an Affiliate must be confirmed in writing by the Company.
- 3.4. The commission period shall, be a period of one (1) calendar year from the date that the referred client actually registers. If no qualification criteria have been met (or met within reasonable time) it shall, after this period, be deemed invalid.

4. QUALIFICATION RULES

- 4.1. A Qualified Trader is eligible for commission qualification once the required trading volume is achieved in either Group A or Group B.
- 4.2. The Introduced Client is not required to complete the required volume in both groups.
- 4.3. Whichever trading group reaches the required volume first shall determine qualification.
- 4.4. All trading activity must occur within the applicable qualification window starting from the date of the first trade of the client.
- 4.5. Trading activity completed after expiration of the qualification window shall not count toward qualification



- 4.6. Trades opened and closed in under one hundred eighty (180) seconds shall not count toward the required trading volume.
- 4.7. Trading activity generated through bonuses, credits, rebates, internal transfers, arbitrage strategies, hedging abuse, or non-client-funded balances shall not qualify.
- 4.8. Only genuine trading activity generated from the Introduced Client's own deposited funds shall count toward qualification.
- 4.9. The Company reserves the right to reject any qualification where trading activity is reasonably determined by the Company, acting in good faith, to be abusive, manipulative, coordinated, non-genuine, fraudulent, or otherwise inconsistent with the intended purpose of the Program.
- 4.10. The CPA program will only be applicable to trading activity initiated from the Standard Trading Account.

5. COMMISSION ELIGIBILITY AND PAYMENTS

5.1. CPA commissions become payable only after:

- all qualification conditions are met;
- the Qualified Trader is a unique user within YWO and has passed all compliance and AML reviews;
- the Company validates the trading activity; and
- the commission is approved by the Company.

5.2. Commission payments shall normally be processed within twenty-four (24) hours after successful qualification approval.

5.3. All reporting and calculations shall be based solely on the Company's systems, databases, tracking systems, and Affiliate Portal records.

5.4. The Company's records and calculations shall be final and binding

5.5. The Company reserves the right to delay, suspend, withhold, reduce, adjust, reverse, claw back, or cancel commissions in any of the following circumstances:

- suspected Fraud Traffic;
- suspicious trading activity;
- chargebacks or payment reversals;
- self referrals;
- promises of cashback, or provide any other benefit to join;
- duplicate accounts;
- coordinated trading;
- false registrations;
- sanctions or AML concerns;
- breach of these Terms;



- abusive trading patterns;
 - misleading marketing;
 - regulatory concerns; or
 - any activity reasonably deemed by the Company, acting in good faith, to be harmful to the Company, its clients, operations, reputation, or regulatory standing.
- 5.6. The Company may maintain a negative balance on the Affiliate account where commission reversals or clawbacks exceed the current balance.
- 5.7. The Affiliate shall be solely responsible for all taxes, duties, reporting obligations, banking charges, transfer fees, and currency conversion fees related to payments under the Program.
- 5.8. The Company makes no representation or guarantees regarding the volume of referrals, client activity, conversion rates, qualification success, or potential earnings under the Program.

6. AFFILIATE OBLIGATIONS

- 6.1. To participate in the Affiliate Program, Affiliates must complete the registration and verification procedures required by the Company. The Company may request additional information or documentation at any time for compliance or verification purposes.
- 6.2. By registering for the Affiliate Program, accessing the Affiliate Portal, using a Tracking Link, or promoting the Company's services, the Affiliate confirms acceptance of these Terms and Conditions and any future amendments.
- 6.3. Affiliates may promote the Company only through approved marketing methods and using the Tracking Links provided by the Company.
- 6.4. Affiliates must ensure that all promotional activities are lawful, accurate, ethical, and compliant with applicable advertising, financial promotion, consumer protection, privacy, and anti-spam laws and regulations.
- 6.5. Affiliates must not promote the Company in restricted or prohibited jurisdictions as published on the Company's website or legal documentation.
- 6.6. Affiliates must disclose to the Company all websites, domains, social media accounts, advertising channels, traffic sources, and marketing methods used to promote the Company. Any new traffic source or promotional channel may require prior approval from the Company.
- 6.7. Affiliates are responsible for ensuring that all information, advertisements, and promotional content relating to the Company are accurate, not misleading, and do not contain unrealistic promises, investment guarantees, or false claims.
- 6.8. All Introduced Clients remain clients of the Company at all times. The Company reserves the right to reassign, unlink, suspend, or remove any client attribution where necessary for operational, compliance, fraud prevention, regulatory, or business reasons.



- 6.9.** The Company may request traffic records, campaign data, advertising records, source verification documents, or other information reasonably required to verify the legitimacy and compliance of Affiliate activity. Failure to provide such information may result in suspension from the Program or withholding of commissions.
- 6.10.** Affiliates must maintain records relating to their promotional activities and traffic sources and provide such records to the Company upon request.
- 6.11.** Any breach of these Terms, fraudulent activity, misleading promotion, or non-compliant conduct may result in suspension or termination from the Affiliate Program and cancellation or withholding of commissions.
- 6.12.** Affiliates act solely as independent marketing partners and shall not:
- (a) provide investment advice, financial recommendations, portfolio management services, or any regulated financial services
 - (b) represent themselves as employees, agents, representatives, or authorized signatories of the Company;
 - (c) bind the Company to any agreement or representation; or
 - (d) make guarantees, promises, or assurances regarding profits, returns, or trading performance.
- 6.13.** The Affiliate shall ensure that all marketing communications, advertisements, and promotional activities relating to the Company's services are fair, clear, accurate, not misleading, and compliant with all applicable financial promotion, advertising, securities, consumer protection, anti-spam, and marketing laws and regulations.
- 6.14.** Where required by applicable law or requested by the Company, the Affiliate shall include appropriate trading and risk warnings in all promotional materials relating to leveraged products, CFDs, forex, derivatives, or other high-risk financial products.
- 6.15.** The Affiliate shall not target, solicit, market to, or facilitate access to the Company's services for any individual, entity, or jurisdiction subject to sanctions, embargoes, or restrictions imposed by the United Nations, European Union, OFAC, the United Kingdom, or any other applicable authority.
- 6.16.** The Company reserves the right, upon reasonable request, to review, inspect, or audit the Affiliate's traffic sources, advertising activities, promotional methods, campaign data, and compliance records for the purposes of fraud prevention, AML verification, regulatory compliance, and operational due diligence.

7. PROHIBITED ACTIVITIES

- 7.1.** The following are strictly prohibited:
- Creating fake or duplicate accounts
 - Trading only with bonus funds or placing offsetting trades
 - Engaging in brand bidding in search engines without written permission



- Driving traffic from restricted, sanctioned, or banned regions
- Using the same IP address or device as referred clients
- Offering cash or financial incentives to register

7.2. The use of strategies or practices that exploit false, delayed, or erroneous pricing—including but not limited to latency arbitrage, price manipulation, or the use of software to take advantage of misquoted prices—is strictly prohibited. In the event that client trading activity is reasonably determined by the Company, acting in good faith, to have generated volume based on such false pricing, the Company reserves the right to cancel any associated trading profits, rebates, or affiliate commissions without prior notice.

***Violations will result in immediate termination and forfeiture of all unpaid commissions.**

8. COMPANY OBLIGATIONS & RIGHTS

- 8.1.** The Company may, at its sole discretion, provide the Affiliate with access to marketing materials, tracking tools, and support for the purposes of promoting the Program. The provision of such resources does not constitute an obligation to ensure the Affiliate's success or results.
- 8.2.** The Company will make reasonable efforts to track referrals accurately; however, the Company does not guarantee error-free tracking or uninterrupted availability of reporting tools. The Company shall not be liable for any tracking discrepancies or system downtime.
- 8.3.** Commission payments shall be made in accordance with the Program's published structure, as may be amended from time to time. The Company reserves the right to withhold, reduce, or cancel commissions in cases of suspected fraud, abuse, non-compliance, or breach of these terms by the Affiliate or referred clients.
- 8.4.** The Company may modify, suspend, or terminate the Program, including commission structures, tracking methods, and eligibility criteria, at any time and for any reason, with or without notice.
- 8.5.** The Company reserves the right to decline, suspend, or terminate any referral, client, or Affiliate account were reasonably necessary for compliance, operational, fraud prevention, AML, sanctions, reputational, legal, or business reasons, without obligation to provide justification.
- 8.6.** The Company is under no obligation to share non-public business information, client data, or internal decision-making processes with the Affiliate.
- 8.7.** The Company may terminate or suspend the Affiliate's participation in the Program immediately, without notice, in the event of any actual or suspected violation of these terms, abuse of the Program, or activity that may expose the Company to regulatory, financial, or reputational risk.
- 8.8.** The Company assumes no liability for any direct or indirect damages, loss of profits, or business interruption arising from participation in the Program. The Program is provided "as is," with no warranties of any kind.



9. USE OF PROMOTIONAL MATERIALS AND BRAND ASSETS

- 9.1. The Affiliate is permitted to use the Company's promotional materials, logos, trademarks, and other brand assets strictly in accordance with the Company's branding guidelines and only for the purpose of promoting the Company's services. Any modification, unauthorized use, or use in a misleading or unethical manner is strictly prohibited. The Company reserves the right to request the removal or correction of any materials that, in its sole discretion, do not comply with these terms.
- 9.2. By entering into this Agreement, the Affiliate grants the Company a non-exclusive, royalty-free, worldwide license to use the Affiliate's name, logo, and any publicly available promotional content in the Company's marketing campaigns, websites, case studies, press releases, and other promotional materials. This usage shall be limited to identifying the Affiliate as an independent marketing partner of the Company and shall not imply any endorsement beyond the scope of this Agreement.

10. TRACKING AND REPORTING

- 10.1. All client activity and commissions are tracked via the Affiliate Portal.
- 10.2. The Company does not guarantee uninterrupted operation, error-free tracking, or uninterrupted reporting availability.
- 10.3. The Company's tracking and data shall be final and binding in the event of any discrepancy.
- 10.4. Any disputes must be raised within 10 business days of the relevant report. No disputes will be entertained after this period.

11. TERMINATION

- 11.1. Either party may terminate this Agreement with 5 working days written notice.
- 11.2. The Company may terminate this Agreement immediately for:
 - Breach of any terms
 - Fraudulent, unethical, or non-compliant behavior
 - Regulatory concerns or legal requirements
 - In cases where an introduced client is involved in any form of abusive and/or fraudulent activities.
 - In cases where the Company has reasonable belief that the actions of the Affiliate are damaging the reputation of the brand.
 - In cases where the Affiliate fails to maintain sufficient legitimate activity, compliance standards, or operational requirements of the Program.
- 11.3. Upon termination:
 - Valid commissions accrued up to the termination date will be paid, unless invalidated by breach.
 - No future commissions will be due.



- the Affiliate must immediately cease promoting the Company; and
- all references to the Company, including branding, trademarks, domains, and promotional materials, must be removed from all marketing channels.

11.4. The Company reserves the right to withhold, reverse, or adjust unpaid commissions following termination where fraud, abuse, non-genuine activity, chargebacks, or breaches of these Terms and Conditions are identified.

12. CONFIDENTIALITY AND IP

12.1. The Affiliate agrees to treat all information received from the Company, whether oral, written, digital, or otherwise, as strictly confidential. This includes but is not limited to business strategies, client information, pricing structures, marketing plans, operational procedures, proprietary systems, and any other non-public information. The Affiliate shall not disclose, share, or otherwise make available such information to any third party without the Company's prior written consent, except where required by law or regulatory authority. This obligation shall survive the termination of this Agreement.

12.2. All intellectual property, including but not limited to trademarks, logos, designs, slogans, marketing materials, website content, software, documents, and any other content provided by the Company, shall remain the sole and exclusive property of the Company. The Affiliate is granted a limited, non-exclusive, non-transferable, and revocable right to use such intellectual property solely to promote the Company's services and only in strict accordance with the Company's written instructions or branding guidelines.

12.3. The Affiliate may not modify, reproduce, distribute, reverse-engineer, or otherwise exploit any Company intellectual property without the Company's express prior written consent. Upon termination of this Agreement or at the Company's request, the Affiliate shall immediately cease all use of the Company's intellectual property and remove any associated materials from its platforms, communications, and channels.

12.4. Any unauthorized use or infringement may result in legal action and/or termination of this Agreement.

12.5. The Affiliate shall comply with all applicable data protection, privacy, and electronic communications laws and regulations in connection with any personal data processed or collected in relation to the Program. The Affiliate shall not unlawfully collect, store, process, share, sell, or transfer personal data relating to clients, prospects, or users.

12.6. The Affiliate shall not make any false, misleading, defamatory, or disparaging statements regarding the Company, its affiliates, shareholders, officers, employees, services, licenses, or business activities.

13. INDEMNITY AND LIMITATION OF LIABILITY

13.1. The Affiliate agrees to fully indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, losses, damages, fines, penalties, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to:



- any breach by the Affiliate of this Agreement or any applicable laws or regulations;
- any misrepresentation or false statement made by the Affiliate;
- any negligent, unlawful, or unethical act or omission by the Affiliate or its representatives;
- any claims from third parties resulting from the Affiliate's marketing activities or misuse of the Company's intellectual property; and
- any failure by the Affiliate to obtain proper consents, licenses, or authorizations in connection with its activities under this Agreement.

****This indemnity shall survive the termination or expiration of this Agreement.***

- 13.2.** To the maximum extent permitted by law, the Company shall not be liable to the Affiliate or any third party for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, loss of data, loss of business opportunity, or reputational harm, whether in contract, tort, or otherwise, arising out of or in connection with the Affiliate's participation in the Program or use of any services or materials provided by the Company, even if the Company has been advised of the possibility of such damages.
- 13.3.** The Company's total aggregate liability under this Agreement shall not exceed the total amount of commissions paid to the Affiliate during the six (6) months preceding the event giving rise to the claim.
- 13.4.** The Company shall not be liable for any delay, interruption, suspension, or failure to perform any obligation under this Agreement arising from events beyond its reasonable control, including but not limited to acts of God, cyber incidents, internet failures, system outages, regulatory actions, sanctions, war, terrorism, labor disputes, governmental actions, third-party service interruptions, or force majeure events.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1.** This Agreement shall be governed by and construed in accordance with the laws of the Union of Comoros.
- 14.2.** The parties shall first attempt to resolve any dispute through good faith negotiations. If unresolved, the dispute shall be finally resolved by arbitration under the rules of an arbitration institution selected by the Company, with proceedings conducted in the English language.

15. OFFICIAL LANGUAGE

The official language of this Agreement and all related communications shall be English. All documents, notices, disclosures, and correspondence between the parties must be provided in English. In the event of any translation of this Agreement or related materials, the English version shall prevail in case of discrepancies or inconsistencies.



16. AMENDMENTS

The Company reserves the right to update these Terms at any time. Affiliates will be notified of material changes, and continued participation in the Program constitutes acceptance of the updated Terms.

17. FINAL PROVISIONS

- 17.1.** Any provisions of this Agreement which by their nature are intended to survive termination or expiration, including but not limited to confidentiality, intellectual property, indemnities, commission reversals, audit rights, limitation of liability, dispute resolution, and payment obligations, shall survive termination or expiration of this Agreement.
- 17.2.** This Agreement does not create an agency, employment, or legal partnership.
- 17.3.** All materials and intellectual property remain the property of the Company.
- 17.4.** Confidentiality and data protection obligations apply.
- 17.5.** Participation in the Program is void where prohibited by applicable law.
- 17.6.** These Terms, together with the Digital Affiliate Agreement and any written commercial terms issued by the Company, constitute the entire agreement between the parties in relation to the Program and supersede any prior discussions, representations, or understandings.
- 17.7.** If any provision of this Agreement is determined to be unlawful, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.