ATFX

Percentage Allocation Management Module (PAMM) Terms & Conditions



1. PAMM Account Terms

- 1.1 Access to the PAMM Account service requires full understanding of all specified documents. *The Investor's* registration on the Company's official website constitutes explicit confirmation of having read, understood, and accepted these terms. Unconditional acceptance of the PAMM Agreement occurs automatically upon either: (i) the Manager's creation of a PAMM Account, or (ii) the Investor's first investment into a PAMM Account.
- 1.2 The PAMM Account service enables Investors to pool funds under the management of Managers. The Manager executes trades on behalf of all Investors in the pool, with profits and losses distributed proportionally to each Investor's contribution. Investors select Managers at their sole discretion and risk based on Manager Offers. The Company provides no recommendations, solicitation, or guarantees regarding the acceptance/rejection of any Offer and assumes no liability for decisions made by Investors or Managers.
- 1.3 Manager is an agent of the Investor in relation to the Investment Account and does not provide trust management of the Investor's funds. Any Investors' claims concerning the Manager's failure to comply with Investors' recommendations shall be rejected by the Company.
- 1.4 All trading operations on the PAMM Account may only be executed by the designated Manager(s). The Investor expressly acknowledges and agrees that they shall have no right to directly initiate, modify, or interfere with any trading activity on the Investment Account.
- 1.5 Investors choose a PAMM Account to invest in on their sole discretion based on the Manager's Offer. Any claims that may be brought against the Company on behalf of Investors related to the legal and professional competence level of Managers shall be rejected.
- 1.6 By accepting a Manager's Offer, the Investor expressly confirms full understanding and acceptance of all risks associated with the foreign exchange market, including but not limited to volatility, leverage risks, and market uncertainty. The Company explicitly disclaims any guarantee that historical returns achieved by a manager will recur in the future. Past performance is not indicative of future results, and the Investor acknowledges that capital invested in PAMM Accounts is subject to potential loss in whole or in part.
- 1.7 The Investor retains exclusive authority to deposit or withdraw funds from their Investment Account. No third party, including the designated Manager(s), shall have any



right or ability to initiate transfers, withdrawals, or otherwise access funds within the Investment Account.

- 1.8 The Company shall be solely responsible for conducting all calculations related to PAMM Accounts and Investment Accounts, including but not limited to profit/loss allocations and performance fees. All revenue distributions to the Manager shall be processed exclusively by the Company in accordance with the terms specified in the respective PAMM Agreement.
- 1.9 The Company shall maintain strict confidentiality of all personal information belonging to Investors and Managers, except where disclosure is required to authorized third-party service providers for operational purposes. Such disclosures shall: (i) be limited to necessary information strictly for service fulfillment, (ii) adhere to all applicable data protection regulations. By using the PAMM service, all parties expressly consent to this essential data sharing arrangement.
- 1.10 All financial transactions conducted within PAMM Accounts, including but not limited to profit distributions, performance fee transfers, and capital allocations, shall be classified and processed as internal accounting entries within the Company's system. These transfers shall not constitute external banking transactions and are subject to the Company's internal settlement policies and procedures.

2. Manager's Rights

- 2.1 The Manager is expressly authorized to conduct Forex trading on designated PAMM accounts, utilizing the trading instruments and platforms provided by the Company.
- 2.2 The Manager shall be entitled to withdraw only the profits and performance fees generated from the PAMM Account. Under no circumstances may the Manager withdraw the deposited by Investors.
- 2.3 Under no circumstances shall the Manager interfere with, manipulate, or otherwise influence: (i) PAMM account calculations, (ii) profit distribution mechanisms, (iii) fund deposit/withdrawal processes, or (iv) penalty assessments. These operations are exclusively administered by the Company's systems and shall be executed strictly in accordance with the established PAMM Agreement terms.
- 2.4 The Manager expressly acknowledges that all rollover settings for PAMM Accounts are controlled and administered by the Company. The Manager shall have no authority to modify, override, or otherwise alter any rollover parameters, which shall be



determined solely at the Company's discretion in accordance with prevailing market conditions and risk management protocols.

3. PAMM Account Creation

- 3.1 Upon creation of a PAMM Account, the Manager irrevocably agrees to be legally bound by: (i) these Terms and Conditions, (ii) the PAMM Service Terms, and (iii) all related policies and regulations. The Manager expressly acknowledges that account creation constitutes full acceptance.
- 3.2 To establish a PAMM account, the Manager must complete the registration process through the Company's designated online portal. This includes providing accurate and complete registration information, submitting all required verification documents, and electronically confirming acceptance of all governing terms. The Manager understands that providing false or incomplete information may result in immediate account suspension or termination.
- 3.3 The Manager represents and warrants that all information provided during account creation is accurate, complete, and not misleading in any matter. The Manager shall promptly notify the Company of any changes to such information and acknowledges that: (i) failure to maintain updated information may result in account suspension or termination, and (ii) certain critical account parameters established during initial setup (including but not limited to fee structures and risk limits) cannot be modified without the Company's prior written approval. The Manager expressly agrees that any unauthorized alteration attempts shall constitute a material breach of these Terms
- 3.4 The Company reserves the sole right to approve or reject any PAMM account application at its absolute discretion, without being required to provide justification. The Manager understands that account approval does not constitute endorsement of the Manager's trading strategy or performance.
- 3.5 The Manager acknowledges and agrees that the Company may modify the account creation process, requirements, or eligibility criteria at any time, with such changes being effective immediately upon posting on the Company's website or notification to the Manager.

4. Manager's Offers



- 4.1 An Offer constitutes a manager's proposed trading strategy through the PAMM Account system. The Manager is solely responsible for the strategy's execution, while each Investor bears full responsibility for their participation decision. The Company acts exclusively as a technology platform, expressly disclaiming all liability for: (i) trading outcomes, (ii) Manager representations, or (iii) Investor losses. No relationship with the Company is created through Offer acceptance.
- 4.2 The Manager's applicable fees shall be as specified in the respective Manager's Offer accessible through the Company's platform. This fee, calculated on net profits after deducting all trading expenses and commissions, will be automatically processed by the system upon achieving positive returns. By investing in the PAMM Account, the Investor expressly consents to: (i) the published fee percentage, and (ii) automatic deduction of such fees.
- 4.3 Managers under no circumstances can influence processes of funds deposit/withdrawal on/from the Managed PAMM Account that can be exclusively carried out by the Company upon the request of the Investors.

5. Fund Deposit

- 5.1 The Manager is required to deposit funds into the PAMM Account according to the specifications provided during the account creation process. All Manager deposits are subject to verification by the system and approval by the Company. The Manager acknowledges that deposited funds will undergo processing for anti-money laundering (AML) and compliance checks before becoming available for trading.
- 5.2 Investors must deposit funds into their designated PAMM investor trading account prior to participating in any PAMM offer. All deposits are subject to:
 - The Company's prevailing deposit policies and procedures; and
 - Successful completion of all compliance and AML verification checks.
- 5.3 All deposits, whether from Managers or Investors, shall be processed during designated processing accounts. The Company reserves the right to:
 - Delay or reject any deposit at its sole discretion.
 - Require additional documentation or information
- 5.4 All deposited funds shall remain the property of the respective depositor (Manager or Investor) until utilized in accordance with these Terms. The Company acts solely as an intermediary and claims no ownership rights over deposited funds.



5.5 The Company reserves the right to impose deposit limits or restrictions based on regulatory requirements, risk management considerations, or the monitoring of suspicious activity.

5.6 All the funds invested in the PAMM Account by Investors shall be transferred from the Personal Account of Investors and deposited into the PAMM Account during the upcoming Rollover which is set by the Manager while creating the PAMM Account.

5.7 Additional Funds invested in the PAMM Account by the Manager shall be transferred from the Manager's Personal Account and deposited into the PAMM Account during the upcoming Rollover which is set by the Manager while creating the PAMM Account.

6. Funds Withdrawal

6.1 Neither the Manager nor any third party is authorized to instruct withdrawals on behalf of Investors. All withdrawal requests must be initiated directly by the account holder through their Personal Profile on the Company's official platform. The Company will only process withdrawal requests that comply with these Terms and applicable regulations.

6.2 All withdrawal requests from PAMM Accounts must be submitted through the designated Personal Profile section:

- Investors may request withdrawals of available funds at any time, subject to account terms.
- Managers may withdraw eligible profits/revenue funds at any time, subject to account terms; and
- All requests require system verification and are processed per the Company's operational timelines.

6.3 All withdrawal requests from PAMM Accounts are subject to the following conditions:

- The requested amount must not exceed the available balance after deduction of the Manager's performance fee;
- The account must maintain a margin level of at least 100%; and
- The above two points must be reviewed and approved by the manager.

The Company reserves the right to reject any withdrawal request that fails to meet these criteria.



- 6.4 Under no circumstances may the Manager withdraw funds invested by Investors. Investor funds remain segregated and may only be withdrawn by the respective Investor through their Personal Profile, subject to these Terms.
- 6.5 The Company may impose additional withdrawal restrictions in the following circumstances:
 - · Suspicion of fraudulent activity.
 - Pending investigations or disputes.
 - · Regulatory requirements; or
 - Force majeure events affecting financial markets.
- 6.6 The Company reserves the right to suspend or delay withdrawals in cases of:
 - Suspected unauthorized access.
 - Pending legal or regulatory proceedings; or
 - Technical system failures.
 - Affected parties will be notified promptly of any such suspension.

7. Rollover

- 7.1 The Rollover process serves as the operational mechanism for: (i) compiling PAMM Account statistics, (ii) updating Investor Account records, (iii) calculating and disbursing Manager remuneration, and (iv) processing deposit/withdrawal requests. All Rollover operations are executed automatically by the Company's systems according to predefined cycles.
- 7.2 Rollover constitutes a mandatory daily procedure for all PAMM Accounts. Standard processing completes within the Company's published service windows, though duration may vary based on: (i) account asset composition, and (ii) transaction volume. During market volatility, processing may extend for multiple hours without constituting system failure. The Company reserves the right to adjust Rollover timelines for technical or regulatory reasons.
- 7.3 The initial Rollover cycle commences upon PAMM Account activation and subsequently recurs at the predetermined frequency established during account configuration.
- 7.4 In the event of a technical failure preventing scheduled Rollover execution, the Company shall process the delayed Rollover within two business hours after system restoration. This contingency procedure shall not apply to disruptions caused by: (i) force majeure events, or (ii) scheduled maintenance periods disclosed in advance.



8. Obligations of Manager and Investors

- 8.1 The Manager expressly acknowledges all inherent Forex trading risks and undertakes PAMM activities with the professional objective of fund growth. The Company reserves the unilateral right to: (i) notify Investors of material compliance concerns, and/or (ii) liquidate the PAMM Account upon determining the Manager's actions conflict with Investor interests as defined in Section 9.3 of these Terms.
- 8.2 Both Manager and Investor are solely responsible for complying with all applicable laws (including foreign exchange, tax and regulatory requirements) in their respective countries. The Manager bears full responsibility for all PAMM Account management activities. All parties must maintain accurate, complete and truthful information with the Company at all times. Any violation of these obligations may result in immediate account suspension or termination.
- 8.3 The Manager and Investor confirm they have read, understood, and agreed to all applicable terms governing PAMM Account services. Registration or using the PAMM Account constitutes unconditional acceptance of these legally binding terms.
- 8.4 In the event of any breach of these provisions, the Manager shall be solely responsible for resolving all disputes and settling any third-party complaints arising from the management of Investors' accounts, including bearing all associated costs and expenses. The Manager agrees to handle such matters independently without recourse to the Company, unless otherwise required by applicable law or regulation.
- 8.5 The Manager and Investor shall maintain the strict confidentiality of all access credentials, including but not limited to login identifiers, passwords, and authentication codes. Neither party is permitted to disclose such information to any third party. All actions performed using these access credentials shall be deemed to have been authorized by the respective account holder. The Company expressly disclaims all liability for any unauthorized access or transactions resulting from the Manager's or Investor's failure to maintain adequate security measures.
- 8.6 The Manager and Investor are expressly prohibited from:
 - Assuming any obligations or liabilities on the Company's behalf.
 - Using the Company's brand name, trademarks, or other intellectual property without prior written authorization.
 - Publishing, distributing, or facilitating any media content (including but not limited to articles, statements, or digital communications) referencing the Company or its services without express written consent.



- Making representations, guarantees, or payment commitments purporting to bind the Company; or
- Engaging in any conduct that may:
 - o Harm the Company's reputation or business interests; or
 - o Expose the Company to third-party complaints or legal action.

Any violation of these restrictions shall constitute a material breach of these Terms and Conditions.

- 8.7 Investors expressly acknowledge and agree that the fee structure creates inherent conflicts of interest, as Manager compensation (including performance fees and potential per-trade commissions through spread/lot markups) may incentivize trading activity that differs from Investor objectives. While all fee arrangements are disclosed in the Manager's Offer, Investors bear sole responsibility for evaluating these conflicts when selecting PAMM Accounts.
- 8.8 The Investor acknowledges and agrees to pay all applicable fees specified in the accepted Manager's Offer, including but not limited to: (i) management fees, (ii) performance fees, (iii) deposit/withdrawal fees, (iv) agent commissions, and (v) platform fees. All fee deductions will be processed through system platforms in strict accordance with the calculation methods and schedules disclosed in the Offer documentation.
- 8.9 In the event that any lawsuit, claim, or complaint is initiated against the Company arising from or related to the Manager's failure to comply with these Regulations, the Manager shall indemnify and hold harmless the Company for all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by the Company in connection with such an action. This indemnification obligation shall extend to any settlements, judgments, or other resolutions of such claims.

9. PAMM Account Liquidation

- 9.1 The liquidation of a PAMM Account will result in the automatic termination of all associated Investment Accounts. This action is irreversible once completed.
- 9.2 To initiate liquidation, the Manager must:
 - Submit a formal liquidation request via email to the Company.
 - Ensure all open trading positions are closed prior to submission; and
 - Notify all Investors under the PAMM Account in writing about the impending closure and advise them to submit withdrawal requests promptly.



- 9.3 The Company reserves the right to liquidate a PAMM Account under the following circumstances:
 - Suspicion of fraudulent activity (with prior warning where practicable)
 - Violation of platform terms and conditions; or
 - Prolonged account inactivity.

All open positions will be closed immediately upon Company initiated liquidation.

- 9.4 Upon liquidation of a PAMM Account, no performance fees shall be calculated or distributed to the Manager, who consequently forfeits all rights to any unrealized profit shares.
- 9.5 The Manager shall be responsible for notifying all Investors to withdraw their funds prior to the PAMM Account liquidation. Investors are required to cooperate fully with the withdrawal process and complete all necessary procedures within the designated timeframe. The Company shall not be liable for any failure by Investors to withdraw their balances in a timely manner, nor for any consequences arising from such failure. Both parties acknowledge that the timely completion of withdrawals is a shared responsibility between the Manager and Investors.

10. Risks Disclosure

10.1 The Company provides no guarantees regarding PAMM Account performance or profitability. Past results are not indicative of future returns, and all parties expressly acknowledge the inherent risks of financial trading, including potential loss of capital. Both Managers and Investors bear full responsibility for any losses incurred, with liability strictly proportionate to their respective participation share in the PAMM Account.

10.2 The Manager and Investor expressly acknowledge and assume full responsibility for all potential financial losses associated with PAMM Account participation, including but not limited to:

- Direct capital losses
- Lost profits
- Opportunity costs
- Consequential damages

10.3 Both Managers and Investors expressly acknowledge and accept these inherent PAMM service risks:



- Manager competency risk regarding fund management qualifications and expertise
- Manager misconduct risk including potential fraud or negligence
- Account control risk including potential loss of management authority
- Unauthorized access risk by third parties
- Regulatory interpretation risk and potential misunderstandings
- Complaint timing risk regarding operational disputes
- Transaction processing risk including transfer delays
- Account liquidation risk and associated consequences

10.4 All financial liabilities arising from PAMM Account operations shall be borne proportionally by the Manager and Investors according to their respective capital contributions. This proportional liability applies to all forms of financial loss without exception.

10.5 Notwithstanding any other provision herein, the Company shall bear no responsibility whatsoever for:

- Any losses incurred through PAMM Account operations
- Consequences of the risks disclosed in this section
- Manager or Investor failures to properly execute their responsibilities
- Technical or operational failures beyond the Company's direct control

10.6 By participating in the PAMM program, all parties expressly confirm that they have thoroughly read, understood, and voluntarily accepted all disclosed risks associated with PAMM Account operations. They further warrant their financial capacity to bear potential losses and irrevocably waive any claims against the Company arising from these inherent risks.

11. Changes and the Validity of these Terms

- 11.1 These Terms and Conditions shall become legally binding and enforceable immediately upon: (i) the Investor's creation of a PAMM Account; or (ii) acceptance of a Manager's Offer through the Personal Profile interface.
- 11.2 The Company reserves the right to modify, amend, or update these Terms at its sole discretion. Any changes will be communicated to Investor via email notification and simultaneously published on the Company's official website. The amended Terms shall become effective immediately upon such publication. Continued use of PAMM



services following the publication of changes constitutes the Investor's unconditional acceptance of the revised Terms.

11.3 Should any provision of these Terms be deemed invalid, unenforceable, or void by competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.