

## PAMM SERVICE TERMS & CONDITIONS

This Agreement is entered into by and between E-Global Trade & Finance SVG LLC, International Business Company Number: 1440 LLC 2021, Legal address: HAR Building, Ginger Village, Belmont, St. Vincent & the Grenadines, hereinafter referred as “Markets4you”, and the clients utilizing the PAMM service offered by Markets4you, namely the PAMM Manager and the PAMM Investor, hereinafter jointly referred to as the “Clients”.

This Agreement is legally binding upon its publication on the official Website and the Client's express or implied acceptance thereof through the use of the PAMM services. The Client's continued use of the services shall constitute full and unconditional acceptance of the terms set forth herein.

### 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

**1.1. PAMM (Percentage Allocation Management Module):** A module facilitating the allocation of funds from multiple Investors to a Manager who executes trades on their behalf.

**1.2. PAMM Manager:** A verified Client who, subject to compliance with all applicable rules, manages a PAMM Account comprising their own and third-party Investor funds.

**1.3. PAMM Investor:** A verified Client who allocates capital to a PAMM Manager by subscribing to a duly disclosed PAMM Offer.

**1.4. PAMM Account:** A consolidated trading account combining funds from the PAMM Manager and PAMM Investors, wherein the PAMM Manager exclusively executes trades on behalf of the entire account. The trades executed within the PAMM account aim to generate profit on financial markets. Profits and losses resulting from these trades are allocated among Investors based on their respective participation and timing of their investments, unless otherwise expressly specified in the relevant PAMM Offer.

**1.5. PAMM Offer:** The contractual proposition by a PAMM Manager specifying applicable fees, trading parameters, intervals, and minimum investment conditions.

**1.6. Trading Interval:** A defined period used for the calculation and accrual of trading performance, fees, and the processing of deposit and withdrawal operations mentioned in PAMM Offer.

**1.7. Performance Fee:** Compensation payable to the PAMM Manager, subject to the terms of the PAMM Offer and system conditions, subject to High-Water Mark benchmark.

**1.8. High-Water Mark (HWM):** A performance fee calculation mechanism whereby fees are only paid on net new profits above the highest historical equity level adjusted for any deposits or withdrawals.

**1.9. Rollover:** An automated periodic operation executed by the PAMM system for the synchronization of

account data, execution of balance operations, distribution of profits and losses, and fee application.

**1.10. Trader Room:** The secured digital interface provided by Markets4you, through which Clients manage their accounts and subscriptions to the PAMM service.

## 2. SUBJECT OF THE AGREEMENT

2.1. Markets4you provides a technology-driven infrastructure for PAMM activities.

2.2. Markets4you does not act as asset manager, advisor, fiduciary, or intermediary to either PAMM Managers or Investors.

2.3. All decisions, actions, and transactions under the PAMM service are made solely at the Client's discretion and risk.

2.4. Markets4you reserves the unilateral right to accept or reject any PAMM registration or to suspend or terminate the access to the PAMM system for any Client at any time and without prior notice, especially in the event of suspected misconduct or regulatory risks.

2.5. Clients acknowledge that participation in the PAMM service involves a risk of loss of capital and that past performance is not indicative of future results.

2.6. Clients certify that they understand and accept the legal nature of this Agreement, including all incorporated documents published on the Website, and agree to act in accordance with the justified directions issued by Markets4you from time to time.

2.7. Markets4you retains the right to interrupt or withhold services without notice in circumstances involving compliance concerns, fraud prevention, or risk mitigation.

2.8. The PAMM service utilised by Clients constitute a third-party technological solution integrated into the Company's infrastructure pursuant to a formal cooperation agreement. While Markets4you facilitates access to the PAMM service, it neither develops, owns, nor exercises full operational control over the said service. Clients acknowledge and accept that core functionalities, data processing, and system stability of the PAMM module are managed by an independent external service provider.

2.9. Markets4you shall not be held liable for the acts, omissions, or performance of third-party service providers. Clients acknowledge and accept that any issues arising from such providers shall not form grounds for claims against Markets4you.

### **3. PARTICIPATION REQUIREMENTS OF PAMM MANAGER**

3.1. To qualify as a PAMM Manager, a Client must:

- 3.1.1. Successfully complete all identification and verification procedures as required by Markets4you;
- 3.1.2. Open a PAMM Account via the Trader Room;
- 3.1.3. Register PAMM Manager Account in PAMM service;
- 3.1.4. Create and publish a PAMM Offer setting forth the applicable fees, trading methodology, risk profile, and other essential parameters;
- 3.1.5. Ensure continued compliance with this Agreement and all applicable laws and regulatory requirements.

3.2. The PAMM Manager acknowledges that past performance does not guarantee future results and must communicate this risk transparently to Investors.

3.3. The PAMM Manager shall not conclude service agreements on behalf of the Clients, shall not provide any advice or guidance to the Clients regarding investment decisions and/ or conduct any other activities on behalf of the Clients or Markets4you other than described in this Agreement.

### **4. PARTICIPATION REQUIREMENTS OF PAMM INVESTOR**

4.1. To register as a PAMM Investor, a Client must:

- 4.1.1. Complete account verification via the Trader Room;
- 4.1.2. Open a PAMM Investor Account in the Trader Room;
- 4.1.3. Deposit funds into the investment account;
- 4.1.4. Select PAMM Manager in the PAMM service and subscribe to an available PAMM Offer;
- 4.1.5. Acknowledge and accept all risks inherent in the PAMM investment process.

4.2. Investors bear sole responsibility for monitoring their accounts and for any decisions made regarding subscription or withdrawal.

4.3. The PAMM Investor shall not interfere with the trading activity of the PAMM Manager or attempt to manipulate any aspect of the PAMM system.

4.4. The PAMM Investor acknowledges the risk of complete loss of funds and affirms that past performance does not guarantee future returns.

## 5. CLIENT RESPONSIBILITIES AND CONDUCT STANDARDS

- 5.1. Clients shall act in good faith, ethically, and in compliance with all applicable laws of their jurisdiction and that of Markets4you.
- 5.2. Clients shall comply with all relevant legislation, including tax laws of their respective jurisdictions.
- 5.3. Clients are solely responsible for calculation and payment of any tax liabilities arising from their participation in the PAMM service.
- 5.4. Clients shall not share login credentials or allow third-party access to their account and are obliged to maintain strict cybersecurity standards.
- 5.5. Clients certify that all information provided to Markets4you is accurate, complete and up to date. The Client is responsible for updating Markets4you regarding any material changes.
- 5.6. Clients agree not to engage in excessive or abusive trading behavior, including any practices aimed at generating artificial commissions ("churning"). Such activity may result in account suspension or termination without prior notice.
- 5.7. Clients shall not provide any tools or advice to third parties regarding trading activities, nor shall they represent or bind Markets4you in any capacity not explicitly permitted by this Agreement.
- 5.8. Clients acknowledge that all intellectual property (including trademarks of Markets4you) is owned by Markets4you. Clients accept Markets4you exclusive right to terminate, suspend or restrict their use at its sole discretion.
- 5.9. Clients shall comply with all and any KYC/ AML/ CFT rules and legal norms, act in accordance with the risk framework of the relevant jurisdiction and as instructed by Markets4you. For avoidance of doubt, Markets4you shall issue KYC/ AML/ CFT instructions only for the purpose of fulfilling its legal duties in this regard.
- 5.10. Markets4you reserves the right, at its sole discretion, to request any information, documentation, or evidence it deems necessary or appropriate in connection with its KYC/ AML/ CFT obligations, without the obligation to provide reasons or justifications for such requests.

## 6. FEES AND REMUNERATION

- 6.1. All performance-related fees shall be calculated based on transparent metrics including equity, profit, and HWM.

6.2. Clients acknowledge and agree that all applicable commissions and fees are final and non-disputable unless evident calculation error is present.

6.3. Clients must not expect or claim compensation for unrealized profits, hypothetical losses, or trading expectations.

## **7. WITHDRAWALS**

7.1. Clients understand that all withdrawals are processed exclusively by system procedures during Rollover.

7.2. The Company reserves the right to delay withdrawal requests due to verification procedures or legal compliance checks.

## **8. LIABILITY AND INDEMNIFICATION**

8.1. Clients acknowledge and accept all risks associated with participation in trading services, including the risk of capital loss. Markets4you is not liable for any indirect, incidental, or consequential damages incurred by the Client.

8.2. Markets4you provides no warranty or representation as to the profitability or performance of the PAMM service.

8.3. Markets4you does not guarantee uninterrupted access to the PAMM service and shall not be liable for any consequential or incidental losses resulting from delays, interruptions, or system failures.

8.4. Clients shall indemnify Markets4you against all third-party claims or regulatory investigations resulting from their actions.

8.5. Markets4you may use retained fees or PAMM Manager's balances to cover proven client claims in case of unethical activity or misconduct.

8.6. Markets4you shall bear no liability, whether direct, indirect, consequential, or otherwise, for any errors, malfunctions, delays, or service interruptions originating from the PAMM infrastructure or components operated by third-party providers. The Company explicitly disclaims responsibility for any system-level failure or technical limitation arising outside its direct control, including but not limited to external server outages, execution delays, or calculation discrepancies inherent to the third-party PAMM system.



## **9. FORCE MAJEURE**

9.1. Markets4you shall not be held liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, war, acts of terrorism, cyber-attacks, telecommunications or power failures, regulatory actions, or any other cause or event beyond its reasonable control ("Force Majeure Event").

9.2. During such Force Majeure Events, Markets4you may suspend access to the PAMM service without liability.

9.3. Clients acknowledge and agree that Markets4you shall not be responsible for any losses arising from such suspension or limitation of services.

## **10. MISUSE OF SERVICE**

10.1. Markets4you may restrict or terminate access to Clients who engage in manipulative behavior, including excessive withdrawals during active trades, circumvention of High-Water Mark calculations, abusive coordination, or other conduct deemed harmful to the integrity of the PAMM service.

10.2. Markets4you reserves the right to modify client share allocations, hold pending fees, or delay withdrawal requests in such cases, pending further investigation.

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

11.1. The Agreement is governed by the laws and regulations of the St. Vincent & the Grenadines.

11.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, the seat of arbitration – London, United Kingdom and the language shall be English.

## **12. OTHER PROVISIONS**

12.1. Clients acknowledge the place of conclusion of this Agreement as the place of Markets4you's incorporation.

12.2. The Agreement becomes effective on the date of its acceptance by the Client through electronic confirmation and/or use of the PAMM service.

12.3. Lost profit claims shall not be accepted for Markets4you's adjudication.

12.4. All claims against Markets4you are reviewed according to the Complaints Policy. All claims must be addressed via e-mail to [complaints@markets4you.com](mailto:complaints@markets4you.com) or via the web form found on the Website.

12.5. Markets4you retains the right to amend this Agreement at any time. Clients are responsible for regularly reviewing updates on the Website and Trader Room. Continued use of the service following the effective date of such changes shall constitute the Client's binding acceptance of the amended terms. Unless expressly stated otherwise, all changes to this Agreement shall become effective immediately upon publication.

12.6. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, or arrangements, whether written or oral.

12.7. In the event of suspected fraudulent activity or intentional misrepresentation by a PAMM Manager, Markets4you reserves the right to freeze all related accounts, PAMM offers and nullify outstanding profit-sharing fees, and report such conduct to regulatory authorities.

12.8. By participating in the PAMM service, both the PAMM Manager and the PAMM Investor acknowledge and agree that they remain fully bound by the terms and conditions of the general Client Agreement entered into with the Broker. The PAMM Service Terms form an integral supplement to, and do not replace or override, the general Client Agreement.

## 2. SUBJECT OF THE AGREEMENT