

NOVEMBER 2024



# MONAXA LTD

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## PAMM SERVICE AGREEMENT

Company No 195868GBC | Licence No GB23201577

**RISK WARNING:**

CFDS ARE A LEVERAGED PRODUCT AND CAN RESULT IN THE LOSS OF YOUR ENTIRE CAPITAL. TRADING CFDS MAY NOT BE SUITABLE FOR EVERYONE. PLEASE CONSIDER OUR RISK DISCLOSURE STATEMENT AND CLIENT AGREEMENT BEFORE USING OUR SERVICES AND ENSURE THAT YOU UNDERSTAND THE RISKS INVOLVED. NOTE THAT YOU DO NOT OWN OR HAVE ANY INTEREST IN THE UNDERLYING ASSETS.

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**PURPOSE**

- (A) The following PAMM Service Agreement is between you, and us, **Monaxa Ltd (Company No 195868GBC, Licence No GB23201577) ('Monaxa' or 'Company')**. In the PAMM Service Agreement, we may refer to ourselves as 'Monaxa', 'the Company', 'we', 'us', 'our', 'ours' or 'ourselves' as appropriate. Similarly, you may be referred to as 'the Client', 'you', 'your', 'yours' or 'yourself' as appropriate.
- (B) The PAMM Service Agreement, together with the Risk Disclosure Statement and Client Agreement, collectively constitute the terms and conditions governing the Client's use of PAMM accounts as provided by the Company. It is a mandatory requirement for the Client to review and understand all these documents prior to accessing the PAMM service. By registering as either a Manager or an Investor, the Client affirms and accepts that they have thoroughly read and comprehended all relevant documentation pertaining to the PAMM service.
- (C) We are regulated by the Mauritius Financial Services Commission ("FSC") in accordance with the Governing Law and we are a holder of a Global Business Licence and an Investment Dealer (Full Services Dealer, excluding Underwriting) Licence pursuant to section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Service (Consolidated Licensing and Fees) Rules 2008.
- (D) Our principal place of business is c/o UC Solutions Ltd, 4<sup>th</sup> Floor, Les Jamalacs Building, Vieux Conseil Street, Port Louis, Mauritius.

By participating in the PAMM service, you acknowledge and accept the following risks:

1. **Market Risk:** The value of investments may fluctuate due to changes in market conditions, including but not limited to price volatility, liquidity, and geopolitical events.
2. **Manager Risk:** The performance of your investment is directly tied to the trading decisions of the PAMM Manager. The Company does not guarantee the Manager's performance or the continuation of any past rates of return.

3. **Operational Risk:** Delays, interruptions, or errors in the execution of trades may occur due to technical or system failures, including but not limited to server downtime or connectivity issues.
4. **Liquidity Risk:** Withdrawals from PAMM Accounts may be delayed or restricted during periods of high market volatility or when open trades exist.
5. **Regulatory Risk:** Changes in laws, regulations, or tax policies in your jurisdiction or the jurisdiction of the Company may impact your investment.

You are solely responsible for assessing your financial situation, investment objectives, and risk tolerance before participating in the PAMM service. The Company does not provide investment advice or guarantee the profitability of any trading strategy. You should only invest funds that you can afford to lose. If you are uncertain about the risks involved, you should seek independent financial advice.

## 1. DEFINITIONS

In this PAMM Service Agreement unless a different intention is expressed, the following terms (as subsequently defined in, modified by and/or amended by legislation, regulation and/or The Company's other disclosure documents) shall mean:

"Agreement" means the entire legal agreement between the Company and the Client and includes this PAMM Service Agreement and Term of Business, which together govern our relationship with you;

"Deposit Fee" means fee deducted based on the percentage of each deposit that is subtracted from the deposit amount and transferred to the PAMM Manager's own funds. Deposit fees may depend on the total amount of the deposit;

"Entry Fee" is a one-time payment for joining the PAMM account;

"Fees" means any fees imposed or charged by the PAMM Manager on the Offer/Strategy upon Investor joining the Offer/Strategy;

"Investor" means the active Client of Monaxa which applies the Service expressing direct intention to authorize the chosen PAMM Manager to perform the Trading Operations in the pooled fund PAMM Account;

"Management Fee" means fee deducted at the end of the trading interval. The fee amount is % of equity under management or a monetary value per month;

“PAMM” means Percentage allocation management module, also known as percentage allocation money management (PAMM);

“PAMM Manager” means refer to the Manager or the active Client of Monaxa which is an experienced trader who is capable of executing successful trading strategies;

“Party/Parties” means the respective party of current Terms of Use or respective parties together;

“Performance Fee” means a percentage of profit gained by the PAMM Manager in the investor account that is transferred to MM's own funds. Performance fee is paid to the PAMM Manager either at the end of the trading interval or in case of withdrawal by the investor;

“Service”, or “Monaxa PAMM” means the copy trade system provided and maintained by Monaxa or the Company. When using the copy trading service, we are not providing investment management services to you whether discretionary or otherwise; we are permitting you to take advantage of functionality that permits you to execute multiple orders without manual intervention on an execution-only basis. If you require an investment management service, we are not able to provide this to you;

“Trading Interval” means the timeframe to charge performance and management fees from Investors paid out to the PAMM Manager;

“Trading Operations” means the exact transactions, decisions, and other actions performed by the Manager;

“Website” mean the Monaxa or Company website which is [www.monaxa.com](http://www.monaxa.com) ;

“Withdrawal Fee” means fee deducted on the percentage of withdrawal that is paid and transferred to the PAMM Manager's own funds in case the investor withdraws funds. Withdrawal fees may depend on the total amount of funds of each investor.

## **2. INTERPRETATION**

- 2.1.** Headings are for convenience only and shall not affect the construction and interpretation of this PAMM Service Agreement. The singular includes the plural and vice versa.
- 2.2.** Reference to a person, individual or “you” includes body corporates, unincorporated associations, partnerships and individuals.
- 2.3.** In the event of any conflict between this PAMM Service Agreement and Term of Business and any Product Details, schedule or ancillary document referred to in this PAMM Service Agreement the order of precedence for the purpose of construction shall be:
  - (a)** Term of Business;
  - (b)** this PAMM Service Agreement; and
  - (c)** product details (available on our website and on our Trading Platform); and

- (d) any other ancillary documents referred to in this Term of Business.

### **3. PAMM ACCOUNT PROVISIONS AND CONDITIONS**

- 3.1.** All transactions executed by the Manager within the PAMM Accounts are governed by the provisions outlined in the Term of Business and the Risk Disclosure Statement.
- 3.2.** The PAMM Account service is not an asset management ability. It allows Investors to replicate the trading strategies of the Manager, who trades using their own capital alongside the Investor's funds. The Investor, at their own discretion and risk, selects the Manager based on a Public Offer. All decisions to accept or reject the Offer are solely the responsibility of each potential Investor and are made without any recommendation or solicitation from the Company.
- 3.3.** The Company is not authorized to disclose any personal information regarding the Managers, as each registered Managed PAMM Account is considered the personal account of the Company's Client, and the details of its owner are protected as privileged information, which cannot be shared with third parties. Accordingly, any claims or requests made against the Company on behalf of Investors concerning the legal or professional qualifications of the Managers will be categorically denied.
- 3.4.** By accepting the Manager's Offer/Strategy, the Investor acknowledges and agrees to the inherent risks associated with transactions in the OTC foreign exchange market. The Company explicitly informs the Investor that it does not and will not guarantee the continuation of any past rates of return achieved by the Manager.
- 3.5.** All trading activities on the PAMM Accounts shall be conducted solely by the Manager in accordance with the specified terms. The Company will not entertain any claims from the Investor(s) regarding the Manager's failure to adhere to their recommendations.
- 3.6.** All transfers of funds between the Investor's trading accounts and the PAMM Accounts shall be executed solely upon the request of the Investor or their authorized representative acting under a power of attorney. The Manager has no authority to influence or prevent the Investor from making decisions regarding the inflow or outflow of funds.
- 3.7.** The Investor shall not have the right to file any claims against the Company concerning

trading operations conducted within the PAMM Account. Only the Manager, in accordance with the procedures established by the Company, is authorized to submit a claim regarding any alleged failure to comply with the Company's Trading Terms.

- 3.8.** The Company reserves the right to discontinue the Monaxa PAMM Service at its sole discretion. Where possible, the Company may provide reasonable notice and justification for such termination. The Company is not obligated to provide any justification or reasons for such a decision and may refuse any requests for the same from Managers or Investors. Furthermore, any such decision regarding a Manager shall not be construed by Clients as an event that could harm the Company, its employees, or its owners, and may not be used for public dissemination or in the media.
- 3.9.** All records of trading transactions executed in the PAMM Accounts will be documented and made available on the Monaxa Portal and/or the PAMM portal system, corresponding to the relevant PAMM Accounts at the time of trade closure.

#### **4. PAMM ACCOUNTS**

- 4.1.** PAMM Accounts are structured to enable the implementation of offer/strategies determined by the Manager, who oversees their own capital while trading in the Forex and Financial markets, alongside the Investor's capital (or a portion thereof). The Manager executes trades within the PAMM Accounts, which include both their own funds and/or the Investor's capital.
- 4.2.** The Manager is authorized to:
- a.** Execute trading transactions on PAMM Accounts using the instruments provided by the Company.
  - b.** Perform non-trading activities within the Monaxa Portal under the "PAMM" menu.
  - c.** Set up the Manager's Offer/Strategy.
  - d.** Determine the PAMM Account Type.
  - e.** Access information regarding Investors' balances.
  - f.** Withdraw own funds from the Manager's PAMM Account, where applicable.
- 4.3.** The Manager shall not have the right to request the deposit or withdrawal of funds from the

Investor's Accounts.

- 4.4. All calculations related to the PAMM Account, as well as the deposit, withdrawal, crediting, and debiting of funds, and fees, are solely managed by the Company.
- 4.5. PAMM Managers acknowledge, agree, and understand that the Company reserves the right, at its sole discretion and without prior notice to the PAMM Manager, to void and/or forfeit any fees that have been paid or are due to be paid to the Manager's PAMM Account, in the event that the PAMM Manager fails to log into their Account for a period of twenty-four (24) months.

## 5. **MANAGER ACCOUNT REGISTRATION**

- 5.1. A Client wishing to register as a Manager must create a Money Manager and PAMM Account. The Client acknowledges and agrees that by creating and completing the registration process, they unconditionally accept the terms and conditions associated with the PAMM Account.
- 5.2. The following conditions are required for the registration of a PAMM Manager Account:
  - a. Opening and verifying a client profile in the Monaxa Portal.
  - b. Creating a Money Manager Account through the Monaxa Portal, which includes the following details:
    - Account/PAMM Manager Name
    - Setting as Public or Private PAMM
    - Selection of PAMM Account Type
    - Name of the PAMM Offer/Strategy
    - Description of PAMM Offer/Strategy
    - Trading Interval Type
    - Minimum Deposit
    - Minimum Initial Investment
    - Minimum Withdrawal
    - Fees
  - c. Upon successful completion of the PAMM Account registration, the Manager will receive an



email confirmation with their login details.

- d. Unless otherwise specified by the Manager, the newly created PAMM Account will be listed in the Public PAMM Account Rankings on the PAMM ratings page within the Monaxa Portal.
- e. The Company allows the Manager to use the Monaxa PAMM services without having their Manager Offer/Strategy publicly listed in the PAMM Rating.
- f. Managers with equity exceeding \$10,000 must submit a CV detailing their trading experience to ensure compliance with regulatory and professional standards. . This document may either be uploaded during the account creation process or sent via email to [support@monaxa.com](mailto:support@monaxa.com). The Company reserves the right to suspend all operations of a Manager's PAMM Account if the Client fails to comply with this requirement.
- g. A Client is allowed to open a maximum of five (5) Money Manager Accounts. The Company reserves the right to limit the number of Money Manager Accounts, and may, at its sole discretion, remove, suspend, or terminate any account.
- h. The PAMM Manager is permitted to have a maximum total equity of 5,000,000 USD across all Manager Accounts. The equity of a single PAMM Manager account shall not exceed 3,000,000 USD. If this limit is reached, the account will be restricted from accepting further deposits, including both new and/or existing Investor funds, as well as Manager's own fund.
- i. The maximum number of Investors allowed in a single PAMM Account is 400. If this limit is reached, the account will be restricted from accepting additional Investors.
- j. The Company reserves the right to take any necessary precautionary measures to safeguard the integrity and interests of the Monaxa PAMM service, without prior notice to the Client. These actions may include, but are not limited to:
  - Adjusting the leverage applied to the Manager's PAMM Account;
  - Modifying the Stop Out Level for the Manager's PAMM Account;
  - Limiting the number of Investors a Manager's PAMM Account may have at any given time;
  - Restricting the amount of funds a Manager's PAMM Account can accept from Investors at any given time;
  - Requiring a Manager's PAMM Account to cease operations.

This list is non-exhaustive and the Company may take any other actions as deemed necessary.

- k. PAMM Accounts with no trading activity for a period exceeding 6 months will be automatically removed from the PAMM Rating. Public accounts cannot be manually removed from the PAMM Rating until at least 6 months of inactivity has passed.
- l. The status of a PAMM Manager Account will be updated to 'Active' and the account will be included in the PAMM Rating only after the Manager makes an investment equal to or greater than the specified Minimum Deposit.
- m. Manager's PAMM Accounts that are not funded and activated within 3 months will be removed from the Monaxa Portal.
- n. A Manager is required to invest an amount equal to or greater than the Minimum Deposit Amount, which will be reflected in the Manager's PAMM Account. This account is created automatically upon successful registration of the Money Manager Account.
- o. A PAMM Manager may deposit funds into their PAMM Account via Money Manager Account through the Monaxa Portal.
- p. The Manager's PAMM Account will be listed and fully activated only after the required deposit (equal to or exceeding the Minimum Deposit) is made into the PAMM Account.
- q. If the PAMM Manager withdraws an amount that reduces the PAMM Account balance below the Minimum Deposit Amount, the Manager's PAMM account will be disabled and removed from the 'PAMM Rating' page.

## **6. MANAGER'S OFFER**

- 6.1. An Offer refers to a proposal made by Managers to employ specific trading strategies for executing transactions on behalf of any Client of the Company. Each Offer includes a set of parameters used by the Company to determine the Manager's remuneration, as well as conditions governing the formation and operation of PAMM Accounts. The decision to accept or reject any Offer related to investing in a PAMM Account is solely at the Client's discretion and does not constitute a contract, create any reciprocal obligations, or bind the Company, Manager, or Investors in any way.
- 6.2. The Manager has no authority over the withdrawal of funds from an Investor's account, which is processed by the Company upon the Investor's request.
- 6.3. The specifications of the Offer are outlined in Clause 7 below.

## **7. PAMM ACCOUNT SPECIFICATIONS**

- 7.1.** Account/PAMM Manager Name: Must comply with and adhere to the Monaxa Code of Conduct
- 7.2.** Minimum Initial Investment: The required amount for the PAMM Account.
- 7.3.** Minimum Deposit: Specifies the minimum amount allowed for redeposit into the PAMM Account.
- 7.4.** Trading Interval: The period during which the investor paid the fees to the PAMM Manager.
- 7.5.** Public or Private PAMM Account: Specifies whether the PAMM Account profile is publicly or privately listed.
- 7.6.** Performance Fee: A percentage of profits to be paid to the Manager.
- 7.7.** Management Fee: A percentage of equity under management or a monetary value per month to be paid to the Manager.
- 7.8.** Entry Fee: is a one-time payment required to join a PAMM account. It is determined by the Manager's Offer/Strategy and can be set as either a percentage or a fixed amount, which is paid directly to the Manager.

## **8. INVESTOR ACCOUNT REGISTRATION**

- 8.1.** A Client wishing to register as an Investor must create an Investor Account. The Client acknowledges and agrees that by creating and completing the registration process, they unconditionally accept the terms and conditions associated with the PAMM Account.
- 8.2.** Upon successful completion of the Investor Account registration, the Investor will receive an email confirmation with their login details.
- 8.3.** Investors who wish to join any Offer/Strategy by the PAMM Manager are required to use the newly created Investor Account to deposit and/or withdraw from the chosen PAMM Account.

## **9. INVESTOR ACCOUNT PARTICIPATION**

- 9.1.** The Investor Account Participation is used to determine the portion of the profits and losses generated in the PAMM Account that will be allocated to each Investor's Account.
- 9.2.** The calculation of the Investor Account Participation occurs during each PAMM Account Balance Operation and is based on the following formula:

$$\text{Investor's Account Participation} = (\text{Investor's Equity} / \text{Total Equity of All Investors}) * 100$$

Where:

- Investor's Equity = Investor's Balance + Investor's Open Profit/Loss (P/L).
- Investor's Balance = Deposits – Withdrawals + Closed Trade P/L.
- Total Equity of All Investors = Sum of the Equities of all Investor Accounts under the specific PAMM Manager Account.

## **10. ROLLOVER**

- 10.1.** Rollover is an hourly process for PAMM Accounts, commencing at 00:00 UTC. The duration of the procedure may vary, depending on the volume and composition of the PAMM Accounts, and could take several hours.
- 10.2.** In the event of volatile market conditions, such as scheduled market news, the rollover time may be adjusted to a different, suitable hour within the same day.
- 10.3.** Rollover occurs during regular trading hours (Monday to Friday only).
- 10.4.** During the withdrawal process at rollover, trading on the PAMM Account will be temporarily suspended. Trading will resume immediately after the withdrawal process is completed on the PAMM Manager account.
- 10.5.** Each Rollover includes the following actions:
- a. Virtual closure of open trades on the investment account and updating the Value of Investment;
  - b. Processing of Pending Deposits;
  - c. Processing of Pending Withdrawals;
  - d. Processing of Performance Fees, if applicable;

- e. Processing of Management Fees, if applicable;
- f. Recalculation of new Investor Account Participation, if applicable;
- g. Reopening of trades at the current market price.

When an Investor requests a withdrawal, it will be processed during the rollover operations at the cut-off time. If there are no open positions in the Manager's PAMM Account, withdrawals will be executed in real time.

- 10.6.** The calculation of positions, the profit and loss obtained, and the payment for overnight positions will be based on each Investor Account's Participation.

## **11. DEPOSITS**

- 11.1.** An Investor may complete deposits into multiple PAMM Accounts through the Monaxa Portal.
- 11.2.** An Investor can initiate a deposit into a chosen PAMM Account via Investor Account through the Monaxa Portal.
- 11.3.** Deposits or transferring funds into Money Manager and/or Investor Accounts are processed instantly (depending on the method).
- 11.4.** Deposits into PAMM Accounts from the Money Manager and/or Investor Accounts will be processed during the rollover as follows:
- a. If the deposit is made before 00:00 UTC, it will be processed at 00:00 UTC.
  - b. If the deposit is made after 00:00 UTC, it will be processed at 00:00 UTC, on the following trading day.
- 11.5.** Pending deposits from the Investor Account cannot be cancelled once it has been submitted.
- 11.6.** The Investor's participation in trades is adjusted with each new deposit made into the Manager's PAMM Account.
- 11.7.** The value of any deposited funds must be equal to or greater than the Minimum Deposit.

## **12. WITHDRAWALS**

- 12.1.** Investors may submit withdrawal requests through the Monaxa Portal within the "My

Investment" menu by clicking "Withdrawal from PAMM".

- 12.2.** Managers may request withdrawals from their PAMM Account, provided the withdrawal does not reduce the account balance below the required minimum deposit prior to trading commencement.
- 12.3.** Withdrawals from the PAMM Account to the Money Manager and/or Investor Accounts will be processed during the rollover as follows:
- a.** If the requests submitted before 00:00 UTC are processed at 00:00 UTC.
  - b.** If the requests submitted after 00:00 UTC are processed at 00:00 UTC, on the following trading day.
- 12.4.** The final withdrawal amount transferred to the Client's Investor Account, will depend on the available equity in the investment account at the time of the relevant rollover.
- 12.5.** Withdrawal requests cannot be cancelled once the request has been submitted.
- 12.6.** When open trades exist in the PAMM Account, only the most recent withdrawal request is processed during the rollover. Any prior requests during that rollover period are automatically canceled.
- 12.7.** Position calculations, including profit, loss, and overnight fees, are determined based on the Investor Account Participation at the time of the relevant rollover.
- 12.8.** While placing a withdrawal, Investors must select one of the following options:
- a.** Standard Withdrawal: The Investor specifies an amount to be deducted from their equity at rollover. If account equity is insufficient, the available equity will be processed instead.
  - b.** Account Closure: The system automatically calculates and withdraws all available equity at the relevant rollover, irrespective of the requested amount.
- 12.9.** If an Investor requests a withdrawal while the PAMM Account has open trades, the following actions will apply:
- a.** The withdrawal will be executed during the next applicable rollover period.

- b. If necessary, a partial reduction of open trade sizes in the PAMM Manager will occur to accommodate the withdrawal.

The minimum lot size for partial trade reductions is 0.01 lot. If a trade cannot be reduced due to the MT4/MT5 minimum contract size, it will be fully closed during the PAMM rollover. Any profit or loss resulting from trade reductions or closures will be distributed to all active Investors proportionally, based on their participation levels.

**12.10.** Any withdrawal request from the Investor will have the following limitations:

- a. Investors can not make a withdrawal request, if there are already approved withdrawal requests awaiting rollover, and the new request together with the approved ones would lead to Manager's PAMM Account equity drop below 0.
- b. PAMM Manager can not approve a withdrawal request, if it will lead to Manager's PAMM Account equity drop below 0.
- c. Upon rollover, approved requests are declined, if they lead to Manager's PAMM Account equity drop below 0.

## **13. TRADING INTERVAL**

**13.1.** The Trading Interval is defined as follows:

- a. day(s).
- b. week(s)
- c. month(s)
- d. calendar month.
- e. on rollover

**13.2.** The Trading Interval commences on the date the Investor's funds are first deposited into the PAMM Account.

**13.3.** At the conclusion of the Trading Interval, the equity in the investment account will not be automatically withdrawn.

## **14. PAMM ACCOUNTS CALCULATIONS**

**14.1.** The Company determines the Investor's balance using the following formula:

$$\text{Balance} = \text{Deposits} - \text{Withdrawals} + \text{Profit/Loss} - \text{Fees}$$

Where:

- Balance: The Investor's total account balance.
- Deposits: The total amount deposited by the Investor.
- Withdrawals: The total amount withdrawn by the Investor.
- Profit/Loss: The net value of profits or losses generated by the PAMM Account during the trading session prior to the current rollover.
- Fees: Any applicable charges, including Performance and Management Fees

**14.2.** At the end of the trading interval, the PAMM system will calculate the fee based on the Equity of the Investment account. Levels of equity/percentage pairs are defined as follows:

- The Equity value is the starting amount to calculate a particular Performance fee (The Equity value includes profit for the current trading interval).
- The Performance fee is the percentage of profit that will be transferred to the PAMM Manager.

See the example of setting Performance fee levels:

Equity (Money)	Performance Fee (%)
\$0.00	50%
\$1,000.00	40%
\$10,000	30%

The above example shows that Investors with the Equity up to \$999.99 will pay 50% of profit as the Performance fee, while those with the Equity from \$1,000.00 to \$9,999.99 will pay 40% of profit as the Performance fee and the rest of Investors will pay 30% of profit as the Performance fee.

Calculation example (according to the table above):



Equity at the end of the trading interval (profit included)	Trading interval profit	Performance fee transferred to PAMM Manager	Equity after Performance fees are paid out
\$3,500	\$500	40%, i.e. \$200	\$3,300
\$600	\$100	50%, i.e. \$50	\$550
\$35,000	\$5,000	30%, i.e. \$1,500	\$33,500
\$90,000	-\$10,000	0	\$90,000

## 15. MANAGER'S ACKNOWLEDGMENT & OBLIGATIONS

- 15.1.** The Manager, fully aware of the risks associated with trading, undertakes activities aimed at growing both the Manager's PAMM Account and Investor Funds. Should the Company determine that the Manager is not acting in the best interests of the Investor, it reserves the right to notify the Client and/or liquidate the PAMM Account.
- 15.2.** The Manager affirms the following:
- a.** The Manager self-regulates all applicable requirements, including but not limited to those related to Foreign Exchange, tax, and civil law in the jurisdiction of their residence.
  - b.** All personal data provided to the Company during the Client registration and PAMM account setup is accurate and truthful.
  - c.** All documents governing trading and non-trading operations, as well as these terms and conditions, have been thoroughly read and understood.
  - d.** The risks and implications of trading in the financial markets are fully recognized and understood.
- 15.3.** The Manager agrees to independently resolve any claims or disputes that may arise from Investors or relevant authorities, and under no circumstances will the Company, its owners, or representatives be involved in such legal matters.
- 15.4.** The Manager is required to continuously monitor and manage the PAMM account.
- 15.5.** The Manager acknowledges and accepts the responsibility to maintain the confidentiality of

all access details to the Monaxa Portal. Any complaints regarding unauthorized access to the Monaxa Portal or the Trading Platform will be rejected if the server logs show that the correct password and login credentials were used for such access.

**15.6.** The Manager agrees that they shall not:

- a. Associate themselves with the Company publicly or otherwise, in contracts or agreements, either verbally or in writing.
- b. Use the Company's trademark or logo in any documents or promotional material.
- c. Make any statements, calculations, or commitments on behalf of the Company in any public communication platforms, such as forums, journal articles, books, or presentations.

**15.7.** The Manager agrees that, should any claims or demands arise from their activities, they are responsible for settling all financial claims at their own expense (including balances in their trading accounts with the Company). In such cases, any requests for withdrawal of funds from the Manager's account will be blocked and not processed until the conflict is fully resolved.

## **16. INVESTOR ACKNOWLEDGMENT & OBLIGATIONS**

**16.1.** The Investor confirms and acknowledges that:

- a. He/she self regulates every, but not limited to, requirement of Foreign Exchange, tax and civil law of the jurisdiction a resident of where he/she is residing.
- b. All the personal data that was provided to the Company while obtaining the status of the Client and the registration of the PAMM Investor Account is accurate.
- c. All documents that regulate trading and non-trading operations as well as these terms, were carefully read and understood.
- d. All of the risks and implications of Trading in the Financial Markets are defined and understood.

**16.2.** The Investor agrees to pay all fees as defined in the accepted Offer, such as:

- a. Performance Fees.
- b. Management Fees
- c. Entry Fees.

d. Other fees, if applicable.

**16.3.** Investor agrees that all claims and complaints by third parties that may arise as a result of his/her activities will be resolved independently by him/her and at own expense.

**16.4.** Investor accepts the obligation to ensure full confidentiality of access details to his/her personal Monaxa Portal. All complaints regarding the unauthorized access to the Investors Monaxa Portal and/or trading platform will be rejected if the server logs contain information that the actual password and login were used for this access.

## **17. ARCHIVED PAMM MANAGER ACCOUNTS**

**17.1.** The Company reserves the right to archive a PAMM Account if the Manager does not conduct any trading or financial transactions (e.g., deposits or withdrawals) within a period of six (6) months. Such accounts will be deemed inactive and archived accordingly.

**17.2.** Archiving Implications:

- a. Only the PAMM Account will be archived; this action does not impact the Investor's individual accounts.
- b. Once archived, the account will no longer accept deposits from either the PAMM Manager or Investors.

**17.3.** Restoration Process:

- a. Should the PAMM Manager wish to restore an archived account, they must contact the relevant department via email at [support@monaxa.com](mailto:support@monaxa.com).
- b. The Company reserves the right to decline any restoration request at its sole discretion.

**17.4.** Investor Balance Management:

- a. If any balance remains in the Investor's account under an archived PAMM Account, it will be transferred to the Investor's trading account

The Investor will be notified of this transfer via email, sent to the registered address provided during their account registration with the Company.

**18. DISPUTE RESOLUTION**

- 18.1.** Any disputes, claims, or disagreements arising out of or in connection with this PAMM Service Agreement, including but not limited to disputes between Investors, Managers, and the Company, shall be resolved in accordance with the procedures outlined in this clause.
- 18.2.** The Company shall act as the final arbiter in any dispute related to the PAMM service, including but not limited to issues concerning trading operations, fees, withdrawals, or the interpretation of this Agreement. The Company's decision shall be final, binding, and not subject to further appeal or review.
- 18.3.** By entering into this Agreement, you expressly waive your right to challenge or contest the Company's decision in any court, tribunal, or other dispute resolution forum, except where such waiver is prohibited by applicable law.
- 18.4.** In the event of a dispute, the Company may, at its sole discretion, suspend or restrict access to the PAMM service for the parties involved until the matter is resolved.
- 18.5.** The Company reserves the right to provide a written explanation of its decision but is not obligated to do so unless required by applicable law.
- 18.6.** This clause does not preclude the Company from pursuing legal remedies or enforcing its rights under this Agreement in a court of law or other competent authority, where necessary.

***[End of document]***

