



PAMM Service Agreement Prime Codex LLC

*Prime Codex LLC is regulated by the Mwali International Services Authority,
Comoros Union with International Brokerage and Clearing Houses License.*

License Number: T202334

*Suite 305, Griffith Corporate Centre, Beachmont,
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This PAMM Service Agreement (hereinafter referred to as the “PAMM Agreement”) is entered by and between Prime Codex LLC (hereinafter referred to as “Prime Codex”, “the Company”), authorised and regulated by the Comoros Union with International Brokerage and Clearing Houses License. License Number: T2023334, and the PAMM Manager and the PAMM Investor (hereinafter referred to as “Clients” or “Parties”) executing this document by accepting its terms either online or offline.

1. PAMM Account Terms

1.1. The provisions and conditions provided to the Client by Prime Codex for the use of PAMM Account Terms, together with the **Client Agreement** include PAMM Accounts. Reading and understanding all of the aforementioned documents is a compulsory requirement in order to access the PAMM service. The Client’s registration either as a PAMM Manager or as a PAMM Investor will be well considered by the Company as an official confirmation that all documents were read, understood, and accepted. The PAMM Manager has also accepted the terms of the **Client Agreement**.

1.2. All actions carried out by the PAMM Manager on PAMM Accounts are subject to the terms and conditions of all the aforementioned legal documents and agreements.

1.3. The Prime Codex PAMM Account program is not an asset management tool nor portfolio management nor an advisory service for Investors. The PAMM service gives the opportunity to follow the trading strategies of the chosen PAMM Managers. The PAMM Investors, voluntarily, at their risk, elect the PAMM Manager according to an Offer. All decisions of acceptance or rejection of the Offer are a matter of the free will of each potential PAMM Investor without any recommendation or solicitation by the Company. Prime Codex LLC provides the PAMM Account as a service to managers and investors but is in no way involved in the managing or investing of funds.

1.4. Prime Codex has no obligation to reveal any personal information about the PAMM Managers, as any registered PAMM Account is a personal account of the Company's Client and therefore its owner's details are confidential information which cannot be exposed to third parties.

Based on this, any claims and/or requests that may be brought against the Company on behalf of PAMM Investors relating to the legal and professional competence of PAMM Managers will be dismissed.

1.5. An investor accepting the PAMM Offer agrees that he understands and accepts the nature of inseparable risks to the transactions in the Contracts for Differences (CFDs). Prime Codex accordingly states to the Investor that it does not guarantee the recurrence of rates of return that have been made by the PAMM Managers in the past.

1.6. All trading activities on the PAMM Accounts can only be carried out by the PAMM Manager based on such terms. Prime Codex will dismiss all claims of the Investor(s) that the PAMM Manager failed to comply with their recommendations.

1.7. All transfers of funds between the Investor's personal accounts and PAMM Trading Accounts are carried out only upon requests from Investors or persons authorised to do so by the Investor and acting under a power of attorney. The PAMM Manager manages the PAMM Account according to the platform's technical parameters. Depending on the account configuration, the PAMM Manager may have the authority to manage, review, or schedule Investor withdrawal requests to maintain account stability, as permitted by the 'Withdrawal Requests Managing' feature within the PAMM Service.

1.8. The PAMM Manager and PAMM Investor have no right to bring a claim against the Company's trading operations conducted in the PAMM Account.

1.9. Prime Codex reserves the right to cease the provision of the PAMM service to any PAMM Manager at any time upon its sole discretion. The Company may reject any request of PAMM Managers or Investors to provide the explanation of reasons for such a decision. Such a decision, related to any PAMM Manager, cannot be used by Clients as a fact damaging the Company, its personnel, or owners, in the media.

1.10. Records of the trading transactions and account performance performed by the PAMM Manager may be made available in the Company's Client Area, subject to the specific visibility and privacy settings configured within the PAMM Service functionality.

2. PAMM Accounts

2.1. PAMM Accounts are created to allow the Investors the application of strategies as set by the PAMM Managers, operating the Investors' trading capital in the Forex and Financial markets. The PAMM Managers execute trades on PAMM Accounts which are composed of the Investors' funds.

2.2. The PAMM Manager has the capability to:

(a) Perform trading transactions on the instruments offered by the Company only on the master trading account; the profit/loss resulting from such trading activity is distributed to the Investor PAMM Accounts according to the selected allocation methodology (By Balance or By Equity), as configured within the PAMM Service settings;

(b) Establish the PAMM Offer and the applicable Fees within the PAMM system, subject to the Company's approval and the PAMM system's technical limits;

(c) Submit requests (where available within the PAMM panel) related to the PAMM Manager's own account (e.g., fee change requests), and monitor the status of such requests;

(d) Access information available via the PAMM interface regarding Investors' balances, allocations and account performance, subject to the specific visibility and privacy settings configured within the PAMM Service.

2.3. The PAMM Manager has no right or possibility to deposit or withdraw funds to/from other Investors' accounts.

2.4. All PAMM Account calculations, allocations, balance operations (including deposits, withdrawals, credits, and fee debits), and related synchronisation are executed by the PAMM system and may be operated by a third-party technology provider appointed by the Company.

2.5. Non-trading operations (including approval, scheduling and/or execution of requests for deposit, withdrawal, connection/disconnection, credit operations and fee changes) are administered by the PAMM Manager or its authorised through the request system available in the PAMM interface.

3. PAMM Account Parameters

3.1. “Trading Name” is the name of the PAMM Manager Account.

3.2. “Minimum Investment” (or “Minimum Deposit”) is the minimum amount of funds required to connect to a PAMM Manager (as displayed in the PAMM interface and/or in the applicable Offer).

3.3. “Allocation Methodology” is the method by which the PAMM system allocates a Money Manager’s orders among connected Investors:

- (a) “By Balance” – allocation is performed proportionally to the balances participating in the PAMM account at the moment an order is allocated; or
- (b) “By Equity” – allocation is performed proportionally to the equities participating in the PAMM account at the moment an order is allocated, in each case as configured within the PAMM Service settings.

3.4. “Payment Period” means the schedule(s) configured in the PAMM system for charging certain PAMM Fees (including Performance Fee and (where applicable), Annual Management Fee). Payment Periods may be set by the PAMM Manager and/or within the PAMM system’s workflow.

3.5. “Connection Fee” is the amount/percentage charged to an Investor upon connecting to a Money Manager, if configured in the applicable Fee set.

3.6. “Management Fee” is the percentage amount charged to Investors each time the Investor transfers funds under the management of a Money Manager (at the moment of connection to the Money Manager or deposit while the Investor is connected), if configured in the applicable Fee set.

3.7. “Annual Management Fee” is a periodic fee charged for management of Investors' funds as a monthly subscription, calculated as an annual percentage (typically charged as 1/12 of the annual percentage per month), if configured in the applicable Fee set and subject to Payment Period availability.

3.8. “Per Lot/Deal Fee” is a commission charged for executed orders/deals, if configured in the applicable Fee set.

3.9. "Performance Fee" is a commission charged from the Investor's account based on received profit, calculated according to the High Water Mark model as configured in the PAMM system and the applicable Fee set.

3.10. "High Water Mark (HWM)" is the highest previously achieved fee basis used to determine whether a Performance Fee is payable. The HWM is maintained and adjusted by the PAMM system in accordance with its configuration and the Investor's balance operations (e.g., deposits and withdrawals).

3.11. "Investments" means the sum of an Investor's investment operations (including deposits and withdrawals) and is used within the PAMM system for certain calculations (including, where enabled, Max Loss/Max Profit/Investments Loss calculations).

3.12. "Available Free Margin" means the portion of free margin available for operations and withdrawals in PAMM, which may be calculated in the PAMM system using a coefficient configured by the Company/PAMM Administrator.

3.13. "Auto Disconnect / Risk Management Parameters" refer to the optional Max Loss, Max Profit and Investments Loss parameters, which, when enabled and triggered, can result in automatic disconnection of an Investor from a Money Manager and the closing of the Investor's open orders in accordance with the PAMM system rules.

4. PAMM Account Managers Registration

4.1. Service Agreement

(a) Opening and verifying a Prime Codex Client who wants to be registered as a PAMM Manager is required to log in to the secure Client Area and apply to become a PAMM Manager. The Company considers the act of registering as an unquestioning acceptance of the terms included in the Client Agreement and the terms of this PAMM Service Agreement.

4.2. The imperative conditions for registration of a PAMM Manager Account are listed below:

(a) Opening and verifying a Prime Codex Live Account.

(b) Opening a PAMM Manager Account through the secure Client Area and/or PAMM panel, including (as applicable within the PAMM system):

- Specification of Trading PAMM Account Name
- Specification of Minimum Investment / Minimum Deposit
- Specification of Fee set(s) and commission parameters (which may include Performance Fee, Connection Fee, Management Fee, Annual Management Fee, and Per Lot/Deal Fee), subject to the Company's approval
- Specification of Payment Period(s) for fee charging (where required by the PAMM system)
- Description and other information required by the PAMM panel

NOTE: Failure to satisfy one or more of the above requirements may cause the rejection of the registration application.

4.3. The PAMM Manager will receive an acceptance email with the login details after his successful registration.

NOTE: The PAMM Accounts which are not funded and activated within a period of 3 (three) months are discarded from the Client Area.

5. PAMM Account Offers

An Offer is a proposition to use strategies, used by Managers to carry out trading transactions by any Client of Prime Codex. Each Offer includes a set of parameters used by the PAMM software for the calculation of the remuneration of the PAMM Manager, as well as a set of conditions for the formation and operation of PAMM Accounts. Acceptance or rejection of any Offer is a completely voluntary decision of the Client. It does not in any way signify the conclusion of any contract, material reciprocal relationship or any other commitment binding the Company, PAMM Manager and Investors.

6. Payment Periods and Fee Charging

6.1. The PAMM system may charge certain PAMM Fees according to Payment Periods configured by the PAMM Manager and/or within the PAMM system workflow.

6.2. Without limiting the generality of the foregoing, depending on the configuration of the PAMM system and the applicable Fee set:

(a) Performance Fee may be charged on the relevant Payment Period dates and/or upon disconnection of an Investor from a Money Manager

(b) Annual Management Fee is generally charged monthly on a set date and may also be charged at the moment of disconnection; and

(c) Per Lot/Deal fees (if enabled) may be charged at the moment of orders closing.

6.3. Where enabled in the PAMM system settings (for example, an option to “Charge PAMM fees before the withdrawal”), the PAMM system and/or the Company/PAMM Administrator may charge applicable fees in connection with a withdrawal request before executing such withdrawal.

6.4. The Company may apply additional balance operation charges (if any) such as deposit/withdrawal charges as disclosed to the Client in the Client Area, PAMM panel, Offer, schedule of charges and/or other applicable Prime Codex documents.

7. Registration of the Investor Account

7.1 Registration of any Client as PAMM Investor is administered by the Company at the time of the Client subscription to the PAMM Account Offer. By accepting the PAMM Manager's offer the Client acknowledges that he/she:

(a) Has read and understood all of the provisions of these Terms and the Prime Codex legal documents and related legal documents (including policies, risk disclosures and trading rules).

(b) Has all the power and authority to conform to these Terms and is aware of the relevance of his/her own actions;

(c) Assures that the management of the Investor funds will not cause any violation of the rights of the Investor or any third party;

(d) Accepts the responsibility for enforcing the provisions of these Terms;

(e) Specifically assures and confirms that he/she will check his/her PAMM Investor Account every day by either logging into the online PAMM web panel or at least checking the statement automatically sent every day via email. The Client is fully responsible for the performance of his/her Investor Account and free to withdraw the available funds (equity) at any time, therefore Prime Codex will not accept any complaints nor compensation requests for the performance of the Investors Accounts. If a Client is unable to login to the Client Area and/or the PAMM web panel and/or is not receiving the email communications then the Client must immediately notify the Company who will promptly assist to rectify the situation.

7.2 The acceptance of the Offer by the Client and the completion of an application for issuance of the PAMM Account conclude the registration of the Client as a PAMM Investor.

8. PAMM Investor Account Participation

8.1. The Investor's participation determines how a Money Manager's orders are allocated among connected Investors under the selected Allocation Methodology ("By Balance" or "By Equity"), as configured in the PAMM system.

8.2. Allocation is performed by the PAMM system at the moment an order is allocated (generally shortly after the Money Manager opens the order on the master trading account). The PAMM system calculates a volume coefficient (participation share) for each participating Investor based on the applicable Allocation Methodology and then assigns a proportional share of the order volume to each Investor.

8.3. Investors acknowledge and agree that:

(a) A newly connected Investor will not participate in orders opened/allocated before the Investor's connection to the Money Manager; and

(b) Deposits, withdrawals, disconnection and other balance operations may affect an Investor's participation for future allocations and/or may result in partial closure of the Investor's open orders in accordance with the PAMM system rules.

9. Trade Allocation, Orders and Profit/Loss Distribution

9.1. The PAMM system operates on an allocation model. The Money Manager trades only on the master account. The PAMM system then allocates each order among the Money Manager and connected Investors in accordance with the configured Allocation Methodology (“By Balance” or “By Equity”) and the applicable participation values at the time of allocation.

9.2. Order Allocation Timing. Investors acknowledge that there may be a technical time delay between the moment an order is opened on the MetaTrader master account and the moment it is allocated and reflected in the PAMM system and/or the Investor’s account records.

9.3. Profit/Loss Distribution. Profit and loss on allocated orders (including applicable swaps, commissions and taxes, as reflected in the system) are recorded and distributed by the PAMM system to each participating Investor according to the allocated order volume.

9.4. Disconnection and Order Closure. Upon disconnection of an Investor from a Money Manager (whether initiated by the Investor, triggered by risk management parameters, or otherwise processed by the PAMM Manager), the PAMM system closes the Investor’s open orders at the then-current market price and transfers the Investor’s resulting balance back from the Money Manager.

9.5. PAMM Manager-Initiated Disconnection.

The PAMM Investor hereby expressly acknowledges and agrees that, subject to the technical functionality and configuration of the PAMM system, a PAMM Manager may, at its sole discretion and without prior notice, initiate the disconnection of any PAMM Investor from the PAMM Account (“Manager-Initiated Disconnection”).

Such disconnection may be carried out for any reason determined by the PAMM Manager, including but not limited to risk management considerations, account stability, strategy integrity, operational constraints, or internal management policies.

Upon Manager-Initiated Disconnection:

- (a) all open positions allocated to the PAMM Investor shall be closed at the prevailing market price in accordance with the PAMM system rules;
- (b) all applicable fees, including Performance Fees, Management Fees, and/or other PAMM-related charges, if any, shall be calculated and applied automatically by the PAMM system in accordance with the applicable PAMM terms and system configuration
- (c) the remaining balance, if any, shall be transferred back to the PAMM Investor's personal trading account in accordance with the PAMM system process

The PAMM Investor expressly acknowledges that:

- (a) Prime Codex does not initiate, control, recommend, approve, or interfere with any Manager-Initiated Disconnection;
- (b) Prime Codex acts solely as a technology and service provider offering the PAMM platform infrastructure;
- (c) any consequences, losses, disputes, or claims arising from such disconnection shall be strictly between the PAMM Manager and the PAMM Investor.

Under no circumstances shall Prime Codex bear any responsibility or liability for any decision made by a PAMM Manager to disconnect an Investor, nor for any resulting financial outcome.

9.6. Withdrawals and Partial Closure of Orders. Depending on the PAMM system settings and the withdrawal execution method, a withdrawal request may be executed: (a) using the Investor's available free margin; and/or (b) by partially closing the Investor's open orders proportionally in order to release margin and execute the requested withdrawal amount, in each case in accordance with the PAMM system rules and the PAMM Manager's execution settings.

9.7. Recordkeeping. The Investor understands that the PAMM system may present trading information as Investor-specific allocated orders and/or synchronised records. The Client Area/PAMM panel and statements are the primary reference for PAMM balances, operations, fees and allocation results.

10. Deposits

10.1. Investors may request deposits to their PAMM Investor account(s) via the PAMM web panel (or other channels made available by the Company). Deposits are processed through the request system.

10.2. Deposit Requests and Administration. A deposit request created by an Investor (or, where applicable, by a Money Manager) is subject to review and execution by the PAMM Manager. There is no automatic execution of a deposit without the PAMM Manager's approval and/or execution in accordance with the PAMM system workflow.

10.3. The value of the funds deposited cannot be lower than the applicable Minimum Investment / Minimum Deposit requirement.

10.4. If an Investor is connected to a Money Manager at the time a deposit is executed, the deposit amount may be treated as funds transferred under the management of the Money Manager and may be subject to Management Fee (if enabled) in accordance with the applicable Fee set.

11. Withdrawals

11.1. Investors may request withdrawal of funds through the PAMM web panel at any time, subject to (a) the PAMM system rules; (b) the Company/PAMM Administrator's execution settings; and (c) any applicable fees and/or charges disclosed in the Offer or Client Area.

11.2. Withdrawal Requests and Administration. Withdrawal requests are processed through the PAMM request system. The PAMM Manager may approve, reject, schedule (planned execution) or execute such requests in accordance with the PAMM system workflow.

11.3. Withdrawal Execution Methods. Depending on system configuration, withdrawal requests may be executed: (a) by available free margin; or (b) by partial closure of the Investor's open orders (proportionally) to release margin, and, for disconnected Investors, typically by Balance (as available free margin may equal balance). The applicable method and checks (including whether the system checks available free margin prior to withdrawal) depend on the PAMM system settings.

11.4. Cancellation of Requests. Subject to the PAMM request workflow, Investors may be able to cancel a withdrawal request while it remains in a cancellable status (e.g., “New” or “Planned”), as displayed in the PAMM interface.

11.5. Withdrawals may result in the charging of applicable PAMM fees before execution where such option is enabled in the PAMM system settings and/or as required to calculate final balances.

12. Auto Disconnect & Risk Management

12.1. The PAMM system may provide risk management tools for Investors, including Max Loss and Max Profit, and may also allow the Company/PAMM Administrator to configure an Investments Loss (or similar) parameter.

12.2. Max Loss / Max Profit (Investor-controlled). When enabled and available in the PAMM interface, an Investor may set Max Loss and/or Max Profit in “Percent” mode (as a percentage of Investments) or “Money” mode (as an Equity value). When the applicable trigger is reached (as compared against Equity), the PAMM system may automatically disconnect the Investor from the Money Manager and close the Investor’s open orders with the relevant system comment.

12.3. Investments Loss / Auto Investments Loss. Investment Loss may be set and managed by the PAMM Manager and may take priority over Investor-defined Max Loss/Max Profit settings, depending on configuration. Additionally, where enabled, if Equity reaches 0 the PAMM system may disconnect an Investor automatically to prevent a negative balance.

12.4. Reset on Trigger. After disconnection of an Investor due to Max Loss/Max Profit triggering, Max Loss and Max Profit may be reset to 0 by the PAMM system. Administrator-defined Investments Loss may remain as set.

12.5. Credit and Risk Settings. The PAMM system may include configuration options regarding whether credit is included or excluded in certain calculations (including risk management trigger calculations). Investors acknowledge that such behaviour depends on server/system settings.

13. PAMM and Fees Calculations

13.1. General. The PAMM system calculates and displays for each Investor (among other values) Balance, Equity, Credit, Investments, Current PnL, Available Free Margin, High Water Mark and Total Profit within the PAMM interface and statements. Calculations are performed by the PAMM system according to its configuration.

13.2. Management Fee. Where a Management Fee is configured, it is charged each time an Investor transfers funds under the management of a Money Manager (typically at the moment of connection and/or at the moment of deposit while connected). The PAMM system may calculate Management Fee using:
Management Fee = Amount × Management Fee % where “Amount” may be the Investor’s balance at connection and/or the deposit amount, depending on configuration.

13.3. Annual Management Fee. Where an Annual Management Fee is configured, it is generally charged monthly as a subscription (typically 1/12 of an annual percentage) and may also be charged at disconnection and/or at withdrawal if the relevant option is enabled in the PAMM system settings.

13.4. Performance Fee and High Water Mark. Where a Performance Fee is configured, it is charged from the Investor’s account for received profit according to the High Water Mark model as implemented in the PAMM system. In general terms: (a) The PAMM system determines a fee basis (“Current Mark”) according to system configuration (for example, Equity, Balance, or the minimum of Balance and Equity, and/or equivalent modes); (b) Performance Fee is charged only when Current Mark exceeds the Investor’s High Water Mark (HWM); and (c) where Current Mark > HWM, the fee amount is calculated as: Performance Fee = (Current Mark – HWM) × Performance Fee % The PAMM system maintains and adjusts HWM in accordance with its configuration and the Investor’s balance operations (e.g., deposits and withdrawals).

13.5. Credit and Fee Basis. The PAMM system may treat credit differently from balance for certain calculations. Investors acknowledge that, depending on system configuration, credit may or may not be included in various indicators. For Performance Fee calculations, the PAMM system may exclude credit from the fee basis where configured to use “EquityNoCredit” or an equivalent setting.

13. PAMM and Fees Calculations

13.6. Per Lot/Deal Fee. Where configured, per lot/deal fees are charged for executed orders/deals in accordance with the PAMM system rules.

13.7. Manual Charges and Administrative Operations. The Company/PAMM Administrator may be able to perform certain fee charges and adjustments (including profit corrections) where such functionality exists in the PAMM system. Such operations may affect displayed profit, fee calculations and/or High Water Mark as reflected in the system.

14. PAMM Manager's Obligations

14.1 The PAMM Manager, acknowledging all the risks of trading, carries out activities aimed and focused on increasing the equity of the PAMM Account (representing the sum of the Investors' funds). If the Company discovers that the PAMM Manager is procuring losses/damages to the Company and/or does not act in the PAMM Investors' interest, then it reserves at its sole discretion the right to:

- (a) inform the PAMM Investors; and/or
- (b) suspend the trading activity of the PAMM Manager; and/or
- (c) close the PAMM Account and block the operations of the PAMM Manager, and/or
- (d) decide not to pay any Fees to the PAMM Manager.
- (e) use such Fees to compensate Company's losses of any kind resulting from the actions of the PAMM Manager or PAMM Investors.

14.2 The PAMM Manager confirms that:

(a) He/she meets all the requirements of Futures, CFDs, Margined Foreign Exchange and other derivatives trading, tax and civil law of the jurisdiction of his/her residency and possesses all necessary authorisations, approvals, permits, licenses, registrations and consents from each relevant regulatory body/authority necessary to enable him/her to lawfully enter into this Agreement and to perform the entire duties and obligations hereunder and upon the terms and conditions of this Agreement and he/she shall at all times whilst this Agreement remains in effect, comply with all relevant rules and the conditions attaching to such authorisations, approvals, permits, licenses or consents and with any laws, rules, regulations or requirements of all relevant governments, agencies, bodies or institutions.

So far as they relate to the performance by him/her of his/her duties and obligations, and the PAMM Manager covenants to inform the Company of any actual or likely change in such status. The PAMM Manager will disclose to the Company details of any investigation by any regulatory body/authority into the PAMM Manager's affairs and will disclose to the Company, prior to the execution of this Agreement, details of any past investigation into the PAMM Manager's affairs by any regulatory body/authority and details of any sanctions or penalties imposed on the PAMM Manager by any legal or regulatory body/authority within the past five (5) years. The Company is not responsible for ensuring that the PAMM Manager is licensed or authorised to carry out the activities contemplated by this Agreement. However, the Company reserves the right to make proper enquiries of the PAMM Manager and/or relevant regulatory authorities to establish that the PAMM Manager does hold any required permissions. At the request of the Company, the PAMM Manager shall supply details and evidence to the Company of his/her legal and/or regulatory status and of the licensing and/or authorisation requirements applicable to his/her activities (if any);

(b) All the personal data sent to the Company before obtaining the status of the Client and the registration of the PAMM Account is valid and accurate;

(c) All documents regulating and explaining trading and non-trading operations together with these Terms were thoroughly read and understood;

(d) He/she is aware of all of the risks and impacts of trading on the financial markets and such risks are well understood;

(e) He/she shall operate in good faith and in the best interest of the PAMM Investors;

(f) He/she shall not "churn the trading account" (or in other words open and close many trades for the purpose of gaining commission rebates, whether in the form of spread mark-ups or commission per lot mark-ups);

(g) He/she shall use every effort to ensure that any potential client introduced to the Company fully understands the nature of the services that may be supplied by the Company itself and any on-going obligations or liabilities which may be imposed including taking all reasonable steps to ensure that any potential client is given (in a comprehensible way) all the information needed by them to enable them to make a balanced and informed decision concerning the services provided by the Company;

(h) He/she shall immediately inform the Company of any material circumstances, which become known to him/her, in respect of any PAMM Investor which would potentially influence the Company's agreement to maintain and operate an Account for the PAMM Investor concerned;

(i) The entry of the PAMM Manager into this Agreement and the performance of its obligations do not conflict with nor result in a breach or constitute a default under the terms of any other agreement, arrangement or understanding to which the PAMM Manager may be a party.

14.3 The PAMM Manager agrees that he/she would be pledged to autonomously straighten out all possible claims or complaints against him by Investors or from the governing authorities, and under no circumstances would the Company, its owners, directors, representatives, or employees be involved in such legal matters.

14.4 The PAMM Manager must continuously observe, monitor, and manage the respective PAMM Accounts he/she manages.

14.5 The PAMM Manager is obliged to assure full confidentiality of access details to the PAMM Account. All the complaints regarding any unauthorised access to the PAMM Account or trading platform will be denied.

14.6 The PAMM Manager agrees that he/she has no right to:

(a) Represent himself/herself as the Company's affiliate, publicly or otherwise, in contracts and agreements either verbally or in writing;

(b) Use the Company name, trademark, logo or any other intellectual property in any documents, websites or any other material without the prior written consent of the Company;

(c) Present statements, calculations or obligations on behalf of the Company on any public means of communications (such as forums, journal articles, books presentations, television, radio, internet, etc.);

(d) Make any false or misleading statement about the PAMM Accounts he/she manages;

(e) Make any claim to the Company for any costs incurred by the PAMM Manager. In addition, the Company is not responsible for providing the PAMM Manager with premises, data systems, any secretarial, book-keeping or recordkeeping services to assist in carrying out this Agreement.

14.7 The PAMM Manager agrees that if as result of his activities the Company is presented with any claims, he is obliged to settle all financial claims at his own expense (including all balances in his trading account(s) with the Company). In such events, all Managers' withdrawal requests will be cancelled and will not be executed until the full resolution of the dispute.

14.8 The PAMM Manager agrees that this Agreement is and will at all times constitute a legal, valid and binding obligation on the PAMM Manager.

15. PAMM Investor's Obligations

15.1 The PAMM Investor confirms that:

(a) he/she meets all the requirements of Futures, CFDs, Margined Foreign Exchange and other derivatives trading, tax and civil law of the jurisdiction of his residency;

(b) all the personal data provided to the Company before obtaining the status of Client and the registration of the PAMM Investor Account is valid and accurate;

(c) all documents regulating and explaining trading and non-trading operations as well as these Terms were thoroughly read and understood;

(d) he/she is aware of all of the risks and impacts of trading on the financial markets and such risks are well understood, there is a possibility that he/she could sustain a loss of some or all assets;

(e) he/she hereby specifically acknowledges and agrees that there is an inherent conflict of interest in paying the PAMM Manager any Fee described in this Agreement and/or a per-trade commission, whether in the form of spread mark-up or commission mark-up per lot (such per trade commission can be disclosed upon request if not known by the PAMM Investor).

15.2 The PAMM Investor pledges to pay all fees and charges as disclosed in the PAMM interface, Client Area and/or the accepted Offer (as applicable), which may include: (a) Performance Fees; (b) Connection Fees; (c) Management Fees; (d) Annual Management Fees (if enabled); (e) Per lot/deal fees, and related trading commissions/taxes/swaps as applicable; and (f) Other fees/charges (including balance operation charges such as deposit/withdrawal charges) as specified by the Company and/or in the Offer.

15.3 The PAMM Investor acknowledges that all claims and complaints by third parties that may emerge as a result of his trading activities will be settled autonomously by himself/herself and at own expense.

15.4 The PAMM Investor accepts the obligation to provide to the PAMM Manager full confidentiality of access details to his/her personal PAMM Investor Account. All complaints regarding any unauthorised access to the PAMM Investor's Account and/or trading platform will be denied if the server logs information that proves that the actual password and login were used for this access.

15.5 The PAMM Investor accepts full responsibility and liability for all instructions and for all transactions that may be entered into as a result of his subscription of the PAMM Offer and will indemnify Prime Codex and keep it indemnified against any loss, damage or expense incurred by it as a result of its acting on such instructions. This indemnity shall be effective:

(a) whatever the circumstances giving rise to such loss, damage or expense;

(b) whatever the knowledge, acts or omissions of the Company in relation to any other account held by any other person or body (including the PAMM Manager) with the Company;

(c) The Client further agrees that this indemnity shall extend to loss, damage or expense incurred by the Company in reversing incorrect or erroneous instructions submitted by the PAMM Manager that result in a transaction that must, for the protection of the Company or its other customers or for the reasons of market integrity, be Reversed.

15.6 The PAMM Investor acknowledges and accepts the inherent risk that online or electronic communications may not reach their intended destination or may do so much later than intended for reasons outside his/her control. The PAMM Investor accepts that he/she bears the risk of the PAMM Manager's instructions being lost for any reason whatsoever, including but not limited to malfunctions in any electronic or online trading system.

15.7 The PAMM Investor acknowledges and accepts that, in providing an electronic or online trading system to the PAMM Manager, Prime Codex has the right but not the obligation to set limits, controls, parameters and/or other controls on the PAMM Manager's ability to use such a system. The PAMM Investor accepts that if the Company chooses not to place any such limits or controls on the PAMM Manager's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over such instructions given by the PAMM Manager and the PAMM Investor accepts full responsibility and liability for the PAMM Manager's actions in such circumstances.

15.8 The PAMM Investor acknowledges that he/she will remain liable for all instructions given to Prime Codex and/or the PAMM Manager prior to the revocation of this Agreement being effective and that he/she will be responsible for any losses

16. Extent of Liability

16.1 Both the PAMM Manager and the PAMM Investor hereby agree to indemnify Prime Codex, its directors, officers, agents and employees and hold the Company, its directors, officers, agents and employees harmless at all times against any liabilities, actions, losses, costs, damages, expenses, penalties, claims or demands of whatever kind (including but not limited to any action taken by any regulatory body/authority against the Company by virtue of any act or omission of the PAMM Manager and/or PAMM Investor) ("Losses") which the Company, its directors, officers, agents and/or employees suffer or incur arising out of this Agreement or in the course of or as a consequence of any act or omission of the PAMM Manager.

or PAMM Investor or any of their employees or representatives or agent on their behalf otherwise performing or purporting to perform or failing to perform their duties and obligations hereunder.

16.2 The indemnity in clause 16.1 shall not be construed as implying any exclusion of or limitation on any contractual liability which the PAMM Manager or the PAMM Investor may incur under this Agreement and is without prejudice to any other rights or remedies of the Company, whether under this Agreement or otherwise.

17. No Investment Advice; Non-Reliance; Client Acknowledgements

17.1. No advice / no fiduciary duty. The Company does not provide investment advice, asset management, portfolio management, tax advice, legal advice, or any other advisory service in relation to PAMM. The Company does not act as fiduciary, trustee, agent, or advisor to any PAMM Investor or PAMM Manager.

17.2. Independent decision. Each PAMM Investor acknowledges that (i) the selection of a PAMM Manager and any allocation of funds is made solely by the PAMM Investor, (ii) the PAMM Investor has relied on its own judgment and, where appropriate, independent professional advice, and (iii) the PAMM Investor is solely responsible for monitoring its account, risk settings, and exposure.

17.3. High-risk products. Trading in leveraged products (including CFDs, margined FX, metals and other derivatives) involves a high level of risk and may not be suitable for all persons. Losses can occur rapidly, including as a result of leverage, market gaps, illiquidity, volatility, slippage, and/or changes in margin requirements.

17.4. Past performance and marketing. Any performance statistics, rankings, charts, or historical returns shown in any interface or statement are for information only, may be delayed or adjusted, and do not guarantee future results. The Company does not guarantee any rate of return, profit, or the avoidance of loss.

18. Execution, Pricing, Slippage, Errors and Corrections

18.1. Execution and pricing. The Company will use reasonable efforts to process orders and related PAMM allocations; however, the Company does not warrant that any order will be executed at any particular price, at any particular time, or at all.

18.2. Slippage, gaps and market conditions. The PAMM Investor acknowledges that execution may occur at a worse or better price than expected due to, without limitation, market volatility, liquidity, gaps, spreads, partial fills, execution latency, and/or fast markets, including during news events, market open/close, or holidays.

18.3. Manifest error / system error. The Company reserves the right (but is not obliged) to correct, adjust, void, reverse, cancel, amend, or re-price any transaction, allocation, fee charge, credit/debit, or balance operation that the Company reasonably determines resulted from (i) a manifest error, (ii) a pricing feed error, (iii) a platform, bridge, liquidity or technology malfunction, (iv) a third-party error, (v) an obvious quoting mistake, or (vi) any other technical or operational error.

18.4. Records of correction. Any correction under this clause may be applied retroactively and may result in changes to balances, equity, fees, and/or allocations. The Company's records of the error and the applied correction shall, absent fraud or wilful misconduct, be conclusive.

19. Technology, Third-Party Providers, Availability and Cyber Risks

19.1. Service "as is". The PAMM platform, Client Area, statements, and any related software or APIs are provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, the Company disclaims all warranties, express or implied, including fitness for a particular purpose, availability, accuracy, uninterrupted service, and non-infringement.

19.2. Third-party technology and dependencies. The PAMM service may depend on third-party providers (including PAMM software vendors, hosting providers, liquidity providers, price feed providers, payment processors, and/or communication networks). The Company is not responsible for any interruption, delay, error, or failure caused by such third parties.

19.3. Cyber and access security. The Client is solely responsible for safeguarding login credentials, device security, and access to email/phone numbers used for authentication. The Company is not liable for losses arising from compromised credentials, phishing, malware, SIM swap, unauthorized access, or social engineering, except to the extent caused by the Company's gross negligence or wilful misconduct.

19.4. Maintenance and changes. The Company may, at its discretion, maintain, modify, suspend, discontinue, or upgrade any part of the PAMM service, including features, parameters, calculation logic, and user interface, with or without notice, where reasonably required for security, stability, compliance, or operational reasons.

20. PAMM-Specific Mechanics and Investor Controls

20.1. Allocation and rounding. PAMM allocations may be calculated "By Balance" or "By Equity" and may involve rounding, minimum order sizes, fractional lot allocation, and/or other technical constraints. As a result, the investor's realized or floating P&L may differ from illustrative calculations, and individual investor performance may deviate from the master account's percentage return.

20.2. Open positions and partial close for withdrawals. The PAMM Investor acknowledges that withdrawals may be executed by available free margin and/or by partial close of open positions where supported by the platform configuration, and may affect position sizing, exposure, and results.

20.3. Auto Disconnect risk controls. Where the PAMM service offers “Auto Disconnect” or similar risk-management settings (including Max Loss and Max Profit), the PAMM Investor acknowledges that such settings are mechanical triggers compared to account indicators (e.g., equity) and may disconnect the Investor automatically once triggered. The PAMM Investor accepts that: (i) the trigger may occur during fast markets, gaps, or platform delays; (ii) the threshold may be exceeded due to volatility, spreads, or execution latency; (iii) disconnection may occur while positions are open; (iv) further losses may occur before, during, or after disconnection; and (v) after disconnection due to Max Loss/Max Profit, the PAMM system may reset Max Loss and Max Profit settings to 0 (zero), and the PAMM Investor is responsible for reconfiguring such settings if desired.

20.4. No guarantee of protection. Any risk-management setting, including Auto Disconnect, stop-out levels, stop-loss/take-profit, or platform limits, may fail to operate as intended due to market conditions or technical constraints. The Company does not guarantee that any risk-management tool will prevent losses.

21. Margin, Stop-Out, Close-Out, and Negative Equity

21.1. Margin requirements. The Client acknowledges that margin requirements may change at any time due to volatility, liquidity conditions, or other factors. The Company may increase margin requirements and/or adjust trading conditions without prior notice where required by risk management or market conditions.

21.2. Close-out rights. The Company may, at its sole discretion and without prior notice, close, partially close, reduce, hedge, or otherwise manage any open position, or suspend trading, where the Company reasonably considers it necessary to protect the Company, the PAMM system, the market, or Clients, including where there is insufficient margin, suspected abuse, or abnormal market conditions.

21.3. Negative equity and debt. Unless the Company expressly provides a written negative balance protection policy applicable to the specific account type and jurisdiction, the Client remains liable for any deficit (negative equity) in any account, including deficits arising from gaps, rapid markets, slippage, or liquidation.

22. Fees, Credits, Adjustments, Chargebacks and Set-Off

22.1. Fees and fee timing. The PAMM Investor acknowledges that various fee types may apply (including, without limitation, performance fees, management fees, connection fees, annual management fees, and per lot/deal fees) and may be charged according to the platform's fee rules and charging moments.

22.2. Credits and promotional adjustments. Any credit, bonus, or equity adjustment is (i) provided at the Company's discretion, (ii) may be time-limited and/or conditional, (iii) may be removed or reversed if conditions are not met or if a payment is reversed, and (iv) may be excluded from certain calculations (including performance fee calculation) depending on the platform settings.

22.3. Chargebacks and payment reversals. If any deposit or funding transaction is reversed, charged back, disputed, or otherwise not finally settled (including via card chargeback, bank reversal, or payment processor reversal), the Company may reverse the corresponding account credit, cancel related withdrawals, and/or close positions to manage risk. The Client remains responsible for any resulting deficit, fees, or costs.

22.4. Set-off. The Company may set off any amounts owed by the Client to the Company (including fees, negative balances, chargebacks, legal costs, and indemnified losses) against any funds, credits, or balances held by the Company for the Client in any account, to the extent permitted by applicable law.

23. Taxes and Withholding

23.1. The Client is solely responsible for all taxes, duties, levies, and filings arising from trading, PAMM participation, income, or distributions. The Company does not provide tax advice and may deduct or withhold amounts where required by law or to comply with regulatory obligations.

24. Statements, Evidence, Complaints and Time Limits

24.1. Conclusive records. The Company's server logs, order records, allocation records, balance operation records, and communication records shall, absent fraud or wilful misconduct, be conclusive evidence of the matters recorded.

24.2. Statement review and objection period. The Client shall promptly review all confirmations, statements, and records made available through the Client Area and/or PAMM panel. Any objection (including to allocations, fees, withdrawals, deposits, performance data, or balances) must be submitted in writing within 7 (seven) calendar days of the record being made available; otherwise, the record shall be deemed accepted and final, to the maximum extent permitted by applicable law.

24.3. Complaint process. Any complaint must be submitted through the Company's official support channels with sufficient details and supporting documentation. The Company may require additional information and may suspend processing of withdrawals or other requests while a complaint or investigation is ongoing, where reasonably necessary.

25. Limitation of Liability (Maximum Protection Allowed by Law)

25.1. No liability for trading losses. To the maximum extent permitted by applicable law, the Company shall not be liable for any losses arising from (i) trading decisions of the PAMM Manager, (ii) market movements, volatility, liquidity conditions, gaps, or slippage, (iii) Investor choices (including selecting a PAMM Manager, fee set, or risk settings), or (iv) operation of the PAMM allocation mechanism.

25.2. Exclusion of consequential loss. To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, or for any loss of profit, loss of opportunity, loss of goodwill, or loss of data, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, even if the Company has been advised of the possibility of such damages.

25.3. Liability cap. To the maximum extent permitted by applicable law, the aggregate liability of the Company to the Client arising out of or in connection with this PAMM Agreement (including this Addendum), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount of fees actually paid by the Client to the Company in connection with the PAMM service during the 12 (twelve) months preceding the event giving rise to the claim.

25.4. Mandatory carve-outs. Nothing in this PAMM Agreement excludes or limits liability that cannot be excluded or limited under applicable law (including, where applicable, liability for fraud or wilful misconduct).

25.5. Limitation period. To the maximum extent permitted by applicable law, any claim by the Client against the Company must be commenced within 12 (twelve) months of the date the Client first knew or reasonably should have known of the facts giving rise to the claim; otherwise, the claim is time-barred.

26. Additional Indemnities

26.1. Without limiting any other indemnity in this PAMM Agreement, the Client shall indemnify and hold harmless the Company, its directors, officers, employees, agents, and affiliates against all losses, claims, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to: (i) the Client's breach of this PAMM Agreement; (ii) any chargeback, reversal, fraud, dispute, or non-settlement relating to the Client's payments or funding methods; (iii) any third-party claim arising from the Client's participation in PAMM, including claims made by persons whom the Client authorized or allowed to access the account; (iv) any regulatory inquiry or enforcement action arising from the Client's actions, omissions, or use of the service; and (v) the Client's violation of any applicable laws, regulations, or sanctions.

27. Dispute Resolution; Class/Collective Action Waiver (Optional Where Enforceable)

27.1. Where permitted by applicable law, the Parties agree that any dispute, claim, or controversy arising out of or relating to this PAMM Agreement shall be resolved on an individual basis and not as a plaintiff or class member in any purported class, collective, representative, or private attorney general proceeding.

27.2. If any part of clause 27.1 is held unenforceable in a competent forum, the remainder of this clause 27 shall remain in full force to the maximum extent permitted by applicable law.

28. Notices, Amendments, Severability, Survival

28.1. Electronic communications. The Client consents to receiving notices and communications electronically (including via email, Client Area notifications, and/or platform messages). Notices are deemed received when sent to the Client's registered email address or made available in the Client Area.

28.2. Amendments. The Company may amend this PAMM Agreement (including this Addendum) by posting an updated version in the Client Area and/or on the Company's website, and/or by notifying the Client electronically. Continued use of the PAMM service after the effective date constitutes acceptance of the amended terms, to the maximum extent permitted by applicable law.

28.3. Severability. If any provision of this PAMM Agreement is held unlawful, void, or unenforceable, such provision shall be deemed severed and the remaining provisions shall remain in full force and effect.

28.4. Survival. Clauses relating to risk disclosures, limitations of liability, indemnities, set-off, governing law/jurisdiction, and dispute resolution shall survive termination of this PAMM Agreement.

29. Force Majeure

Prime Codex will incur no liability whatsoever for any partial or non-performance of the provision of its services related to this Agreement by the reason of any cause beyond its reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and Prime Codex shall not be held liable for any loss that the Parties may incur as a result thereof.

30. Governing Law and Jurisdiction

30.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Comoros Union.

30.2 The Parties irrevocably agree that the courts of Comoros Union shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).