

Percentage Allocation Management Module (PAMM) Agreement

1. PAMM Account Terms and Conditions

1.1 In order to get access to PAMM Account service full understanding of all the above indicated documents is required. Client's registration on the official web-site of the Company is considered to be an official confirmation of the fact that all the documents are read, understood and accepted. Terms and conditions of PAMM Agreement are considered to be accepted unconditionally by the Client once the Manager creates or the Investor invests PAMM Account.

1.2 PAMM Account service is designed to put Investors' Investment Accounts under the control of the Manager. PAMM Account combines Investors' Investment Accounts into a single trading account to be managed by the Manager. The Manager trades on the Forex market taking into account Investors' interests. The Investor at his own risk selects Manager basing on the Managers' Offers. The Company provides NO recommendations / solicitation regarding acceptance or rejection of an Offer and carries NO responsibility over the decisions taken by the Investor or the Manager.

1.3 Manager is an agent of the Investor in relation to the Investment Account and does not provide trust management of the Investor's funds. Any Investors' claims concerning the Manager's failure to comply Investors' recommendations shall be rejected by the Company.

1.4 Only Manager can carry out trading operations on the Investment Account.

1.5 Only the Manager may issue complaints to the Company regarding the failure to fulfil or the improper fulfilment of any obligations related to trading operations on the Investment Account.

1.6 Investors choose PAMM Account to invest in on their sole discretion basing on the Manager's Offer. Any claims that may be brought against the Company on behalf of Investors related to the legal and professional competence level of Managers shall be rejected.

1.7 By accepting the Offer, the Investor confirms that he understands and accepts all the Foreign exchange market risks. The Company hereby states to Investors that recurrence of rates of return that have been made by the Manager, is not guaranteed.

1.8 Only the Investor can deposit/withdraw funds to/from the Investment Account.

1.9 All the calculations both on PAMM Accounts and Investment Accounts, as well as the transfer of all types of revenue to the Manager and Manager's Partners are carried out by the Company.

1.10 All the fund transfers between the Investors' Personal Accounts and PAMM Accounts shall be carried out exclusively on the basis of the Investors' own requests. Neither Manager nor Company can influence the Investors' decision regarding funds inflow or outflow.

1.11 The Company shall keep the personal information of Investors, Managers, and Partners confidential and shall not disclose it to third parties.

2. Manager's Rights

2.1 The Manager has the right to conduct Forex trading on PAMM accounts;

2.2 The Manager is not permitted to withdraw initial deposit amount that he/she deposited during PAMM Account creation and all the additional deposits made after the first Rollover, within 3 months since the day of this PAMM Account activation. All the profit and revenue is available for withdrawal to the Manager during the Rollovers.

2.3 The Manager can withdraw all the funds including initial and additional deposits, profit and revenue from the PAMM Account and liquidate this PAMM Account in 3 months since the day of this PAMM Account activation. The Manager has to post notification with the date of liquidation of the managed PAMM Account and number of the Account to be liquidated on his/her wall in Personal Profile.

- 2.4 The Manager can under no circumstances withdraw from PAMM Account money invested by Investors.
- 2.5 Under no circumstance the Manager can influence any of PAMM account calculations, distribution of profits, funds deposits/withdrawals or penalties. These processes are totally independent on the Manager and are automatically conducted by the Company.
- 2.6 The Manager is permitted to apply for changing of the Rollover period. At the same time the Manager has to specify the reasons for such changes. The Company may refuse to change the rollover on accounts on its sole discretion without explaining the reason.
- 2.7 All the funds transfer operations on PAMM Accounts shall be considered as internal transfers.
- 2.8 Terms and conditions of PAMM Account trading fully correspond to terms and conditions posted on the website.
- 2.9 The Manager is not permitted to apply for changing the Rollover period two times in succession. While applying for such changes the Manager shall specify the reason of the application. In case the Manager applies to change the Rollover period more than two times in succession, then he has to provide a considerable reason and detailed explanation. The Company may refuse to change the rollover on accounts on its sole discretion without explaining the reason.

3. PAMM Account Creation

- 3.1 By creating new PAMM account, the Manager confirms that he/she accepts all the terms and conditions indicated in the present PAMM Agreement, Client Agreement and all the other regulations published on the official web-site of the Company;
- 3.2 In order to create new PAMM Account the Manager is obliged to:
- register on www.fideliscm.com;
 - send to backoffice@fideliscm.com
 - verification documents of the Manager in English
- 3.3 While creating PAMM Account, the Manager sets settings of the PAMM Account.
- 3.4 After a Client applied to create new PAMM account, and as soon as the request to create new PAMM account is confirmed by the administrator of the Company, a letter with the confirmation link shall be sent on the e-mail address of the Manager indicated during the registration. Having followed the confirmation link the Manager shall be transferred on the Internet page with data of the created PAMM Account (Login, Password and Investor Password).
- 3.5 The deposited amount entered by the Manager during the activation of PAMM Account (after entering deposit Amount, time and date of activation) shall be withdrawn from the Personal Account of the Manager.
- 3.6 New PAMM Account shall be displayed in PAMM Rating of the official web-site of the Company.
- 3.7 By accepting Manager's Offer the Investor confirms that he/she accepts all the provisions of the present PAMM Agreement and acknowledges significance and consequences of his own actions.

4. Manager's Offers

- 4.1 The Manager's Proposal ("Proposal") refers to the Manager's offer to potential Investors to open Investment Accounts within the Manager's PAMM Account. Each Offer consists of a set of parameters that the Company uses to calculate the Manager's Revenue, and also defines other conditions for opening Investment Accounts within the PAMM Account as well as conditions of the general Client Agreement.
- 4.2 The Investor's acceptance or rejection of the Offer is an entirely voluntary decision of the Client and does not bind the Manager and the Investor with contractual obligations and under no circumstances leads to the conclusion of a contract.
- 4.3 Manager Offer shall consist of the following parameters:
- a) Leverage;

- b) Currency;
- c) Rollover;
- d) Minimum investment;
- e) Manager Revenue;
- f) Performance Fee;
- g) Minimum Investment Period
- h) Exit Load (%)
- i) Risk (Maximum Drawdown)

4.4 Manager under no circumstances can influence processes of funds deposit/withdrawal on/from the Managed PAMM Account that can be exclusively carried out by the Company upon the request of the Investors.

5. Funds Deposit

5.1 Manager has to apply for depositing Manager's PAMM Account in his Personal Profile on the official web-site of the Company. Minimum initial deposit amount necessary in order to create PAMM Account is 500 USD.

5.2 The fund Manager is going to deposit in order to create PAMM Account during its creation shall be reserved and transferred from the Manager's Personal Account to Manager's PAMM Account during creation of the Managed PAMM Account when the Manager clicks Submit button.

5.3 Investor has to apply for depositing Managed PAMM Account in the Personal Profile. The Manager of this PAMM Account sets minimum amount necessary in order to invest certain PAMM Account during its creation.

5.4 The funds Investor is going to invest into the Managed PAMM Account for the first time, shall be reserved when the investor clicks Invest button; and transferred from the Investor's Personal Account to the selected PAMM Account during the PAMM Account activation (time and date set by the Manager during the creation of this Managed Account); or the funds shall be returned back to the Investor's Personal Account in case the investment is cancelled by the administrator.

5.5 All the other additional deposit amounts of the Manager and Investment amounts of the Investors shall be reserved at once and transferred to the PAMM Account during the upcoming Rollover in case of the process confirmation by administrator.

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

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

6 Funds Withdrawal

6.1 Manager has to apply for funds withdrawal from the Managed PAMM Account in the Personal Profile.

6.2 Investors have to apply for funds withdrawal from the Managed PAMM Account in the Personal Profile.

6.3 The Manager is not permitted to withdraw initial deposit amount that he/she deposited during PAMM Account creation and all the additional deposits made after the first Rollover, within 3 months since the day of this PAMM Account activation. All the profit and revenue is available for withdrawal to the Manager during the Rollovers.

6.4 The Manager can withdraw all the funds including initial and additional deposits, profit and revenue from the PAMM Account and liquidate this PAMM Account in 3 months since the day of this PAMM Account activation. The Manager has to post notification with the date of liquidation of the managed PAMM Account and number of the Account to be liquidated on his/her wall in Personal Profile.

6.5 The Manager can under no circumstances withdraw from PAMM Account money invested by Investors.

6.6 Funds to be withdrawn from the PAMM Account by Investors shall be withdrawn from the PAMM Account and deposited to the Investor's Personal Account during the upcoming Rollover which is set by the Manager while creating the PAMM Account.

6.7 Additional Funds to be withdrawn from the PAMM Account by the Manager shall be withdrawn from the PAMM Account and deposited to the Manager's Personal Account during the upcoming Rollover which is set by the Manager while creating the PAMM Account.

7. Rollover

7.1 Rollover is a procedure for all the PAMM Accounts during which revenue shall be distributed among the PAMM Manager and the PAMM Investors according Manager's Offer and all the applications for deposit and withdrawal shall be processed.

7.2 Frequency of Rollover procedures shall be set by the Manager at his sole discretion while creating an Offer and may last for several minutes.

7.3 The first Rollover coincides with the date of PAMM Account activation and shall start 5 mins before the time of PAMM Account activation set by the Manager while creating the Account. All the further Rollovers shall start 5 minutes before the "UPCOMING ROLLOVER" time and are repeated with the frequency set by the Manager while PAMM Account creation.

7.4 If as a result of a technical malfunction a Rollover does not occur, the missed Rollover shall take place during the following bank working hours once the malfunction is fixed.

7.5 Every Rollover shall include:

- Calculations of the Balance, Equity, as well as profit or losses of the PAMM account conducted on the basis of current market prices;
- Update of ratings and PAMM Account monitoring on the official web-site of the Company;
- Management Fee calculation;
- Deposit Commissions calculation;
- Procession of the deposit/withdrawal requests;
- Funds transfer between Trading and Managed Accounts.

8. Obligations of Manager, Investors and Partner

8.1 Manager acknowledges and accepts Forex trading risks and performs PAMM activity aimed at multiplying Manager's and Investors' funds. In case the Company decides that the Manager does not comply with the Investor interests, it reserves the right to inform the Clients and/or liquidate the PAMM Account.

8.2 The Manager, Investor, and Partner guarantee to:

- a) bear all the responsibility for compliance with relevant legislation, including, but not limited to, legislation related to currency, tax and other laws of the country of residence, including full responsibility for the management of Investors' accounts;
- b) provide true and accurate information when registering on the official web-site as a Client of the Company and when completing all documents related to regulations;
- c) be completely and fully aware of and understand the meaning, terms and conditions of all the Regulatory Documents;
- d) fully understand the consequences of one's actions in the enforcement of these Regulations.

8.3 In case of breaching of the abovementioned provisions, the Manager agrees to resolve disputes and settle the complaints of third parties resulting from his management of Investors' accounts at his own expense and using his own authority.

8.4 The Manager, Investor and Partner agree to keep the access information secure and confidential, and do not have the right to disclose it to third parties, with the exception of the Manager's Partners, who may be given access to the Trading platform for the purpose of conducting trading operations on the PAMM Account. All actions related to the fulfilment of these Regulations and/or usage of login and password are considered executed by the holders of said information. The Company does not bear responsibility for the unauthorized use of registration data by third parties.

8.5 The Manager, Investor and Partner do not have the right to:

- a) assume responsibility on behalf of the Company or put the Company under any obligations;
- b) use the Company's brand name and/or trademark;
- c) publish or assist in any publications related to the Company in mass media, publish or distribute any articles and letters related to the Company or assist in the writing of such articles and letters in any newspapers, magazines and other periodicals, Internet blogs and forums without the Company's permission;
- d) make any guarantees and/or promises, or make any claims in relation to any payments on behalf of the Company or using the brand name and/or trademark of the Company;
- e) perform any other actions that may cause any damage to the Company or raise any complaints directed towards the Company by third parties.

8.6 If lawsuits or complaints are filed against the Company as a result of the Manager's failure to comply with these Regulations, all losses suffered by the Company shall be fully compensated by the Manager.

8.7 Manager shall continuously monitor and manage PAMM Account. The Company reserves the right to request explanations from the Managers for a continuous absence of operations in the appropriate PAMM Account (the duration of such period will be determined at the discretion of the Company) and/or liquidate the PAMM Account.

9. Promotion Funds

9.1 Funds credited by the Company for money management within the Promotions shall be only credited to PAMM Accounts.

9.2 One Client can apply for promotion funds crediting by the Company only once, unless otherwise is stipulated by the terms and conditions of the respective Promotion.

9.3 Those Clients whose accounts have already been credited with \$5.000 PAMM Bonus, cannot apply for \$10.000 Promotion funds crediting.

9.4 No IB commissions shall be credited for real funds provided by the Company for money management within the Promotions.

9.5 Promotion funds credited for money management by the Company as well as the profit gained while trading with this amount, under no circumstances are available for Manager to withdraw, and remain the property of the Company to the full extent.

9.6 In case the amount of the funds invested into PAMM Account, credited by the Company within the Promotion, becomes equal or less than \$100, then the Company has the right to liquidate such PAMM Account and return the money back to Investors, without any prior notification.

9.7 In case PAMM Account, credited by the Company within the Promotions, has no Investors and shows no trading activity for a period of 1 month, then the Company has the right to liquidate such Account without any prior notification.

9.8 In case a violation of Client Agreement articles or incompliance with all or any of the promo program requirements is detected, a Company has the right to deny promo funds crediting without prior notification to a client.

9.9 In case any unfair trading manipulations are detected by Security Department, the Company has the right to carry out extra rollover and liquidate Managed Account. All the invested funds shall be returned back to the Investors.

9.10 The Company reserves the right to refuse a Client in Promotion funds crediting without any explanations.

9.11 The Company completely bears and covers all the possible trading risks of a Manager within the Promotions when the Company provides real funds for money management: in case a Manager loses money provided by the Company, in such a case a Client does not have to refund these funds.

10. Confidentiality

10.1 The Company shall take all the possible measures in order to prevent any third-party interventions into personal information of its Clients except the cases when governmental institutions present valid requests.

10.2 The Company may only disclose information concerning the Manager and the Investor that is available on the official web-site of the Company.

11. PAMM Account Liquidation

11.1 The Manager can withdraw all the funds from the PAMM Account and liquidate his PAMM Account in 3 months since the day of this PAMM Account creation. The Manager has to post notification with the date of liquidation of the managed PAMM Account and number of the Account to be liquidated on the wall in Profile.

11.2 The remaining Manager's balance less than or equal to the Manager's Capital, will be returned to the Manager only upon liquidation of the PAMM Account.

11.3 The Company at its sole discretion has a right to liquidate any PAMM Account without any explanation to the Manager or to the Investors. PAMM account may be also liquidated in case if:

- Monitoring shows negative rates of return.

12. Risks Disclosure

12.1 In addition to Risk Disclosure Statement stipulated on the official web-site of the Company, there exist special circumstances as for PAMM Accounts, which include, but are not limited to:

- a) Possible losses, unrealized profits, etc., that may arise while investing in PAMM accounts;
- b) Moral prejudice related to financial losses;
- c) Risk of PAMM account liquidation;
- d) Risk of losses resulting from technical difficulties that can cause delays in funds transferring from one account to another;
- e) Risk of the Manager lacking required skills, experience and education;
- f) Risk of the Manager's inability to access the PAMM account due to either objective or subjective reasons;
- g) Risk of actions aimed at inflicting financial losses to investors with purpose of the Manager's profit;
- h) Hacker attack risk, which can result in third parties accessing PAMM account trading terminal;
- i) Payment risk of management fees, commissions and fees to the Manager for allowing act of hostility against the Investors;
- j) Risk of losses due to an untimely filed, or dismissed, claim against the Company on behalf of the Manager concerning trading terms violation;
- k) Risk of delays in receiving information about alteration of the present PAMM Agreement or trading terms and conditions;
- l) Risk of misunderstanding of the present PAMM Agreement or trading terms and conditions,

- m) Risk of possible claims from the tax and financial authorities of jurisdictions where the Investors or the Manager are located.

12.2 The PAMM Account manager and their investors are liable for any losses incurred on PAMM Account. Their liability is proportionate to their share in the PAMM Account.

12.3 Under no circumstances does the Company bear responsibility for the consequences of such risks.

13. Changes and the Validity of these Terms

13.1 All the provisions of terms and conditions of the present PAMM Agreement enter into force at the time the Client creates PAMM Account or accepts the Manager's Offer in the Personal Profile.

13.2 The Company has the right to change terms and conditions of the present PAMM Agreement. Amendments enter into force and the Client is considered to be informed about such changes and agrees to comply with them at once after modified PAMM Agreement is published on the official web-site of the Company. Such amendments shall be applicable for all the Clients of the Company with no exceptions.

13.3 In case one or more provisions of these Regulations become invalid, null and void by any reason, it shall not affect the validity of any other provision hereof.