

PAMM ACCOUNT AGREEMENT

(DB Invest Ltd, Republic of Seychelles)

Version: 2.0, 2025/09

Governing Entity: DB Invest Ltd ("Company", "DB Investing", "we", "us")

Jurisdiction & Governing Law: Republic of Seychelles

1. Introduction and Parties

1.1. This PAMM Account Agreement (the "Agreement") is a legally binding contract between DB Invest Ltd, a company registered under the laws of the Republic of Seychelles (the "Company", "DB Investing", "we", "us"), and the client who accepts these terms (the "Client"). A Client may act as an "Investor" and/or a "Manager" for the purposes of the PAMM service.

1.2. This Agreement forms part of the contractual structure regulating your relationship with the company and must be interpreted together with the Account Opening Agreement, Terms of Business, Order Execution Policy, Risk Disclosure, Privacy Notice, and any PAMM-specific policies published in the Client Area (collectively, the "Client Documents"). In case of inconsistency, the Terms of Business prevail unless expressly stated otherwise.

1.3. Nature of service. PAMM is not a discretionary portfolio or asset management. It is a strategy-following mechanism where Investors allocate funds to a Manager's trading strategy operated on a PAMM Master Account. The Company does not provide investment advice and does not recommend any Manager or strategy.

1.4. Consent. By registering as a Manager or Investor, the Client hereby confirms has read and understood the terms described, and agrees to be bound by this Agreement and the Client Documents, acknowledging the inherent risks of trading leveraged contracts in OTC markets.

2. Definitions and Interpretation

"Business Day" – A day on which we are open for business and the trading platform is operational.

"Client Area" – The secure online portal through which Clients manage accounts, deposits/withdrawals, and PAMM participation.

“High-Water Mark (HWM)” – The highest historical value against which Success Fees are calculated, so fees are not charged twice on the same profits.

“Manager” – A Client who operates a PAMM Master Account.

“Investor” – A Client who allocates funds to participate in a Manager’s PAMM Master Account.

“Manager’s Offer” – Parameters published by a Manager (Success Fee, Penalty Fee, Trading Period, etc.) governing Investor participation.

“Rescue Level” – A protection parameter that automatically ends an Investor’s participation when equity reaches a set percentage (where available).

“Rollover” – The batch process when deposits/withdrawals/fees are processed and participation is recalculated.

“Server Time” – The time used for all time references in this Agreement as shown on the platform.

3. Eligibility, KYC/AML and Onboarding

3.1. Participation is available only to Clients who have completed onboarding and verification to our satisfaction, including KYC/AML checks. We may reject, suspend, or terminate access at our discretion (including to comply with sanctions, AML/CFT obligations, and/or risk controls).

3.2. Information accuracy. Clients warrant that all information provided is true, complete, and up to date, being under the obligation of promptly notify us of any changes.

3.3. No advice. We do not provide investment, legal, tax, or other advice. You should obtain independent professional advice as needed.

4. Manager Registration and Limits

4.1. To register as a Manager, a Client must complete the PAMM Manager application and provide all requested details (trading name, minimum deposit, top-up amount, Success Fee, Penalty Fee, Trading Period, trading style, website if any, CV/resume and trading history where required).

4.2. Publication. Unless the Manager elects to remain private, a Manager’s Offer may be listed publicly in the PAMM rankings. We reserve the right to remove or suspend any listing at our discretion without prior notice.

4.3. Equity and investor caps. We may impose limits on total Manager equity, single-account equity, and the number of Investors per PAMM Master Account, and may disable new allocations to protect service stability.

4.4. Risk controls. We may modify technical parameters (e.g., leverage, stop-out levels), restrict inflows, or require a Manager to cease operations to protect Clients or service integrity.

5. Manager's Offer and PAMM Parameters

5.1. A Manager's Offer is a unilateral proposal which Investors may accept. Acceptance creates an Investor participation governed by this Agreement and the Client Documents. It does not create an advisory, fiduciary, agency, partnership, or employment relationship between the Manager or Investors and the Company or between the Manager and Investors.

5.2. Parameters. The Manager's Offer must specify, at minimum: (a) Minimum Deposit (including Manager's own required capital), (b) Top-up amount, (c) Success Fee (subject to Company caps), (d) Penalty Fee for early withdrawal within the Trading Period, (e) Trading Period length, (f) Rescue Level availability and percentage (if applicable), (g) Rollover type, (h) Public vs Private profile.

5.3 The Manager must ensure that all information presented in the offer, including trading history, performance data, and descriptions, is accurate, not misleading, and updated on a regular basis. The Company may request supporting documentation at any time.

5.4. Changes. Parameter changes apply prospectively and do not affect amounts already allocated until the next participation cycle or as otherwise specified.

6. Investor Registration and Acceptance

6.1. An Investor accepts a Manager's Offer by submitting a deposit request to that PAMM Master Account through the Client Area. Deposit requests cannot be cancelled once submitted and will be processed per the Rollover rules.

6.2. Each Investor is responsible for evaluating the Manager's strategy and risks. We do not verify, endorse, or guarantee any performance claims.

7. Participation, Rollover and Calculations

7.1. Participation. Each Investor's participation percentage is recalculated at each balance operation based on the Investor's equity relative to total participating equity.

7.2. Rollover. Rollover occurs once daily on Business Days starting at approximately 12:30 Server Time (subject to change during volatile conditions). During Rollover, new deposits, withdrawals, Success Fees, Penalty Fees, and participation recalculations are processed. Trading may be temporarily paused during processing.

7.3. Deposits. If no open positions exist on the Manager's account, deposits may be processed in near real time; otherwise they are processed at the next Rollover and trade participation is adjusted accordingly.

7.4. Withdrawals. Investors may request a Standard Withdrawal (a specified amount) or Account Closure (full available equity). If open positions exist, withdrawals are processed at Rollover and may require proportional partial closures as per the Rollover type. Only the most recent withdrawal request before the cutoff will be processed.

7.5. Success Fees. Success Fees crystallize (a) during the first weekend of each calendar month and/or (b) upon a withdrawal, using a High-Water Mark so that fees are charged only on new net profits over the prior HWM. If a technical delay occurs, fees are processed at the next available schedule.

7.6. Penalty Fees. Early withdrawals within the Trading Period incur the Penalty Fee stated in the Manager's Offer. Penalties may be waived where withdrawal is required by circumstances beyond the Investor's control, which as a consequence lead to the closure of the Manager or Investor account.

7.7. Rescue Level (where available). If the Investor's equity reaches the set Rescue Level, all open positions attributable to the Investor are closed, and participation is terminated. During extreme volatility or a Manager stop-out, fills may occur above or below expected levels; the Rescue Level does not apply in a full Manager stop-out.

8. Funding, Payments, Currencies, Card Funding Fee and Chargebacks

8.1. Supported methods include bank transfer, approved e-wallets, and card payments (where available). Third-party charges (banks, PSPs, blockchain network fees) are borne by the Client. We may restrict or disable specific methods for PAMM at our discretion.

8.2. Card Funding Fee (PAMM). Where permitted by applicable law and card-scheme rules, a processing fee of up to five per cent (5%) of the funded amount may be charged when a Client funds a PAMM sub-account via credit/debit card. The live percentage in force is published in the Client Area at the time of deposit. If surcharging is prohibited for a given card/payment type or jurisdiction, this fee will not be applied, and card funding may be restricted for PAMM.

8.3. Anti-abuse and no-activity withdrawals. If a Client deposits and subsequently withdraws substantially all funds without meaningful trading activity, we may pass through actual third-party costs and apply a reasonable administration fee disclosed in the Fee Schedule, without creating a negative balance due solely to fees.

8.4. Currency conversion. If funds are deposited or withdrawn in a currency different from the PAMM base currency, conversion occurs at rates displayed in the Client Area (inclusive of any disclosed conversion spread).

8.5. Chargebacks. Where a card chargeback or payment reversal occurs, we may (i) freeze or reverse allocations, (ii) set off any negative balances, fees, penalties, or costs against the

Client's balances across accounts, and (iii) recover unrecovered amounts through lawful collection.

8.6. Set-off. We may set off amounts you owe us (including fees, penalties, costs, and chargebacks) against any amounts we owe you across any of your accounts with us.

9. Fees, Examples and Rounding

9.1. Investor equity is determined as: $\text{Equity} = \text{Deposits} - \text{Withdrawals} + \text{Realized/Unrealized P\&L} - \text{Fees (Success, Penalty, and Company fees per Fee Schedule)}$.

9.2. Success Fee = $(\text{Allocated Profits} - \text{Allocated Losses}) \times \text{Success Fee \%}$, subject to the High-Water Mark. Rounding is to two decimal places unless otherwise displayed.

10. Inactivity ("Barely Used") and Dormancy

10.1. An Inactive PAMM Investor Sub-Account is one that, for ninety (90) consecutive calendar days: (a) has no executed allocation changes and no open positions attributable to the Strategy at any valuation point; and (b) records no Success Fee accruals for that Investor; and (c) maintains an average monthly balance equal to or above the Minimum Balance Threshold stated in the Fee Schedule.

10.2. For such accounts, we may charge a monthly Inactivity Fee at each subsequent month-end Rollover until activity resumes or balance falls below the Dormancy Threshold, in which case the Dormancy Administration Fee may apply, as per the Fee Schedule.

10.3. No Inactivity Fee will be charged if the Investor submits a closure request, or the balance is zero, or such fees are not permitted by applicable law. Fees will not exceed the sub-account balance and will not create a negative balance due solely to inactivity charges.

11. Manager Obligations

11.1. Operate the PAMM Master Account in good faith with due skill and care, acknowledging leveraged trading risks.

11.2. Keep access credentials confidential. Any activity performed using valid credentials is deemed authorized.

11.3. Do not hold yourself out as our agent, employee, or representative; do not use Company trademarks without prior written consent; do not make public statements on behalf of the Company.

11.4 10.4 Do not possess authority to guarantee the safety, return, or profitability of Investors' funds, and any such representation shall constitute a material breach of this Agreement.

11.5. Indemnity to Company. If claims arise against the Company as a result of the Manager's acts or omissions (including misrepresentation to Investors), the Manager shall

indemnify the Company. We may block withdrawals from the Manager's accounts until resolution.

12. Investor Obligations

12.1. Investors acknowledge full responsibility for selecting a Manager and accepting the associated risks, and agree to pay applicable Success and Penalty Fees as per the accepted Manager's Offer.

12.2. Maintain confidentiality of access credentials. Activities performed using valid credentials are deemed authorized.

12.3 Warrant that all funds deposited originated from lawful sources and undertake to provide documentation evidencing the source of funds upon request by the Company or competent authorities.

13. Conflicts, Disclosures, and Data Protection

13.1. Conflicts. The Company, its employees, or affiliates may have positions or interests in instruments traded by Managers. We maintain policies to identify and manage potential conflicts of interest, but we do not owe a fiduciary duty to Clients.

13.2. Performance information. Past performance is not indicative of future results. Rankings or statistics (if displayed) may be delayed, incomplete, or subject to revision.

13.3. Privacy. Personal data shall be collected, processed, and stored strictly in accordance with our Privacy Notice and applicable data protection laws and regulations. The Company undertakes to implement appropriate technical and organizational measures to safeguard such data against unauthorized access, loss, misuse, alteration, or disclosure. We do not disclose a Manager's identity to Investors unless required by applicable law, regulatory authority, or court order. Aggregated or anonymized data may be used for statistical, analytical, and service improvement purposes. Personal data will be retained only for as long as necessary to fulfil the purposes for which it was collected or as required by law. Clients retain the right to access, rectify, or request deletion of their personal data, subject to applicable legal and regulatory requirements

14. Suspension, Archiving and Termination

14.1. We may suspend or terminate a PAMM Master Account or archive it after prolonged inactivity (e.g., six months without trading or financial operations) or where required by law, risk controls, or service-integrity concerns. Archived accounts will not accept new allocations.

14.2. Remaining Investor balances in archived Manager accounts may be transferred back to the Investors' Client Area wallets with notice to the registered email address.

15. Liability, Indemnity and Risk

15.1. Trading risk. Leveraged trading in OTC markets involves a high risk of loss of all invested capital. Market gaps, slippage, volatility, and technology failures can materially impact outcomes.

15.2. No guarantee. We do not guarantee profitability, uninterrupted access, or the accuracy of third-party data feeds. To the fullest extent permitted by law, we shall not be liable for indirect, incidental, or consequential loss, loss of profits, or loss of opportunity.

15.3. Indemnity. Clients agree to indemnify and hold us harmless from losses, claims, damages, and expenses arising from their breach of this Agreement or misuse of the service.

16. Force Majeure; Amendments; Notices

16.1. Force Majeure. We are not liable for delays or failures caused by events beyond our reasonable control (including wars, pandemics, natural disasters, strikes, market disruptions, exchange outages, third-party systems, cyber incidents, or acts of God).

16.2. Amendments. We may amend this Agreement and the Fee Schedule by posting updated versions in the Client Area. Continued use after the effective date constitutes acceptance. Material changes may be notified via email.

16.3. Notices. Communications will be delivered via the Client Area, email, or as otherwise permitted. You are responsible for maintaining current contact details.

17. Governing Law, Complaints and Dispute Resolution

17.1. Governing Law. This Agreement is governed by the laws of the Republic of Seychelles.

17.2. Complaints. Clients should first raise complaints through our complaints process available in the Client Area. We aim to resolve complaints fairly and promptly.

17.3. Jurisdiction. Subject to any mandatory ADR (Alternative Dispute Resolution) frameworks, the courts of Seychelles shall have non-exclusive jurisdiction over disputes arising out of or in connection with this Agreement.

16.4 Compliance with Laws. Client acknowledges and accepts responsibility for ensuring that participation in PAMM accounts is lawful under the laws and regulations applicable to them. The Company shall bear no liability for any breach of laws under client's local jurisdiction.

18. General

18.1. Entire Agreement. This Agreement and the Client Documents constitute the entire agreement concerning PAMM and supersede prior understandings.

18.2. Assignment. You may not assign or transfer your rights without our prior written consent. We may assign our rights and obligations to an affiliate.

18.3. Severability. If any provision is held invalid, the remaining provisions shall continue in full force and effect.

18.4. Electronic Acceptance. You consent to electronic signatures and records; electronic acceptance has the same legal effect as a handwritten signature.

18.5 This Agreement is drafted in English. In the event of translation into other languages, the English version shall prevail in case of inconsistency.

Annex A – Illustrative Calculations

- A1. Participation: $\text{Investor Participation \%} = (\text{Investor Equity} \div \text{Sum of All Investors' Equities}) \times 100$.
- A2. Success Fee with High-Water Mark: $\text{Success Fee} = \max(0, \text{Equity at crystallisation} - \text{HWM}) \times \text{Success Fee \%}$. $\text{New HWM} = \max(\text{prior HWM}, \text{Equity at crystallisation after fee})$.
- A3. Penalty Fee on early withdrawal: $\text{Penalty} = \text{Withdrawal Amount} \times \text{Penalty \%}$.
- A4. Partial closures on withdrawal (conceptual): proportional reduction of open positions by the ratio of $(\text{Net Withdrawal shortfall} \div \text{Used Margin})$, subject to minimum lot size constraints.

Annex B – Risk Warnings (Non-Exhaustive)

- • Market risk, volatility and gaps may lead to losses beyond expectations.
- • Leverage magnifies gains and losses; small market moves can cause large losses.
- • Execution risk: slippage, requotes, and partial fills may occur, especially during news.
- • Technology/connectivity risks can interrupt access or delay orders.
- • Liquidity risk may increase spreads or cause order rejections in stressed markets.
- • Past performance, rankings, or statistics are not reliable indicators of future results.

Annex C – Fee Schedule (Company Fees)

- C1. Card Funding Fee (PAMM): Up to 5.00% of the funded amount when funding a PAMM sub-account via credit/debit card, only where permitted by applicable law and card-scheme rules and provider charges. Live percentage displayed in Client Area. If surcharging is prohibited, the fee is not applied, and card funding may be restricted for PAMM.
- C2. Inactivity ("Barely Used") Fee: Lower of USD 10 (or ccy equivalent) or 0.50% of the average month-end balance, charged monthly at Rollover once \$10 trigger conditions are met.

- C3. Dormancy Administration Fee: USD 5 (or ccy equivalent) per month if balance is below USD 100 (or ccy equivalent) and remains inactive for six consecutive months, until activity resumes, balance is withdrawn, or account is closed.
- C4. Anti-abuse Administrative Fee: If a Client deposits and withdraws substantially all funds with immaterial trading activity, we may pass through actual third-party costs and apply an administration fee of up to 5% of the withdrawn amount (cap: USD 100), provided no negative balance is created solely due to fees.
- C5. Withdrawal Processing: No internal withdrawal fee for standard methods unless otherwise displayed in the Client Area; third-party charges (bank/PSP/blockchain) are passed through at cost.
- C6. Currency Conversion: Conversions may include a spread not exceeding amounts disclosed in the Client Area at the time of conversion.
- C7. Exceptional Handling: Reasonable administrative fees may be charged for manual investigations, legal holds, or restoration from archived status, as published in the Client Area.
- C8. Fee updates: All fees are subject to periodic review. The Company may amend this Fee Schedule at its discretion, with changes published in the Client Area with enough anticipation prior to effectiveness, unless immediate implementation is required by law or card-scheme rules.

Annex D – Signatures

For and on behalf of DB Invest Ltd

Name: _____

Title: _____

Date: _____

Client (Investor/Manager)

Name: _____

ID/Registration No.: _____

Date: _____