



# «PAMM-ACCOUNT» Regulations

Version: March 2010

1. General Provisions.....	3
2. Manager’s Capital.....	3
3. Manager Proposals.....	3
4. PAMM-Account Rollover.....	4
5. Trading Interval.....	4
6. Fund Deposit to the Managed Account.....	4
7. Fund Withdrawal from the Managed Account.....	4
8. Manager’s Partner.....	5
9. Calculations and Transfers on PAMM-Accounts and Managed Accounts.....	5
10. Obligations of the Manager, Investor and Manager’s Partner.....	6
11. PAMM-Account Liquidation.....	6
12. Effective Duration and Amendments.....	7
13. Risks.....	7
14. Miscellaneous.....	7

## **1. General Provisions**

- 1.1. These Regulations define the terms and conditions under which the Company provides the “PAMM-ACCOUNT” service to Clients.
- 1.2. The “PAMM-ACCOUNT” service is designed to put Investors’ Managed Accounts under the control of the Manager to make transactions on financial markets in Investors’ interests. The PAMM-Account is intended to combine Investors’ trading accounts into a single trading account to be managed.
- 1.3. The Manager is an agent of the Investor in relation to the Managed Account and does not provide trust management of the Investor’s funds.
- 1.4. Only the Manager can carry out trading operations on the Managed Account.
- 1.5. Only the Investor can deposit/withdraw funds to/from the Managed Account.
- 1.6. All calculations on PAMM-accounts and Managed Accounts and transfer of all types of remuneration to the Manager and Manager’s Partners are carried out by the Company.
- 1.7. Only the Manager may issue complaints to the Company regarding failure to fulfill or improper fulfillment of any obligations related to trading operations on the Managed Account.
- 1.8. The Company shall keep Investors’, Managers’ and Partners’ information confidential from third parties.

## **2. Manager’s Capital**

- 2.1. As a guarantee to observe Investors’ interests, the Manager shall become an Investor in his/her own PAMM-Account by contributing the Manager’s Capital.
- 2.2. When registering a PAMM-Account, the Manager’s Capital is transferred to the Manager’s Managed Account (MMA).
- 2.3. Remunerations on the Managed Account are not calculated and are therefore not payable.
- 2.4. The remaining balance on the Manager’s Managed Account, either less than or equal to the Manager's Capital, will be returned to the Manager only upon liquidation of the PAMM-Account.
- 2.5. The Manager can only adjust the parameters of the Manager’s Capital upwards.

## **3. Manager Proposals**

- 3.1. The Manager Proposal (hereinafter called the “Proposal”) means the Manager’s offer to potential Investors to create Managed accounts within the Manager’s PAMM-Account.
- 3.2. The Proposal consists of a set of parameters that the Company uses to calculate the Manager’s Remuneration, and also defines other conditions of creating Managed Accounts within the PAMM-Account.
- 3.3. If the Investor accepts the Proposal, it does not bind the Manager and the Investor with contractual obligations and under no circumstances leads to the execution of a contract.
- 3.4. The terms and conditions of activating a Proposal are published on the Company’s website.

#### **4. PAMM-Account Rollover**

4.1. PAMM-Account Rollover (hereinafter called “Rollover”) takes place on all PAMM-accounts each trading hour. Rollover starts at 00 minutes each hour server time and may take a few minutes.

4.2. Rollover can be either Active or Idle:

- a. Idle Rollover is used for gathering statistics and updating information on the PAMM-Account and Managed Accounts;
- b. Active Rollover is used for gathering statistics and updating information on the PAMM-Account and Managed Accounts, calculating and paying remuneration to the Manager and Partners, and completing deposit and withdrawal requests;

4.3. Rollover Type (Active or Idle) is determined by the Manager. A PAMM-Account must have at least one Active Rollover per day.

4.4. If as a result of a technical malfunction Rollover does not take place, Rollover will be carried out at 00 minutes of the closest hour after solving the problem.

#### **5. Trading Interval**

5.1. A Trading Interval on a Managed Account begins from the date the Managed Account is activated (first deposit):

5.2. A Trading Interval is equal to one calendar month.

5.3. The end of a Trading Interval designates the beginning of the following Trading Interval.

#### **6. Fund Deposit to the Managed Account**

6.1. A request must be submitted in myAlpari to deposit funds to a Managed Account.

6.2. Upon submitting the request to deposit funds, the corresponding sum will be debited from the Investor's Transitory Account in myAlpari. If the deposit currency of the Managed Account and the Transitory Account are not the same, the deposit will be converted at the Company rate.

6.3. Upon submitting the request to deposit funds, the request execution time is fixed. The request execution time is the next Active Rollover with suitable conditions.

6.4. An Investor cannot cancel a request to deposit funds.

#### **7. Fund Withdrawal from the Managed Account**

7.1. A request must be submitted in myAlpari to withdraw funds from a Managed Account.

7.2. Funds withdrawn will be transferred to the Investor's Transitory Account in myAlpari in the deposit currency of the Managed Account.

7.3. After executing a request to withdraw funds from a Managed Account, the remaining Balance must be above the minimum Balance stated in the Manager Proposal.

7.4. To withdraw all funds, the Investor must submit a request to close the Managed Account.

7.5. Upon submitting the request to withdraw funds, the request execution time is fixed. The request execution time is the next Active Rollover with suitable conditions.

7.6. An Investor cannot cancel a request to withdraw funds.

## 8. Manager's Partner

8.1. The Manager registers a Manager's Partner (hereinafter called the "Partner") by assigning the Partner a login and setting up the terms of the partnership in the Manager's Area.

8.2. There are two types of Remuneration:

8.3. Acquisition Remuneration: a percentage of the Manager's Share of Profit from Investors acquired by said Partner.

8.4. Auxiliary Remuneration: a percentage of the Manager's Share of Profit from all Investors in the PAMM-Account.

8.5. An Investor is considered acquired by a Partner if when registering their Managed Account, the Investor indicates the Partner's login in one of the ways described on the Company's website.

8.6. The Acquisition Remuneration for said Managed Account will be fixed and equal to the current amount of Acquisition Remuneration set for said Partner.

8.7. The Partner's Remuneration is calculated by the Company according to the set terms of partnership between the Partner and the Manager. The Partner's Remuneration is calculated at the moment the Manager's Remuneration is debited from the Managed Account according to the accepted Proposal.

## 9. Calculations and Transfers on PAMM-Accounts and Managed Accounts

9.1. The Balance of a Managed Account is calculated according to the following rules:

- a. Every deposit of funds shall increase the Balance by the sum deposited;
- b. Every withdrawal of funds shall decrease the Balance by the sum withdrawn;
- c. At the end of a Trading Interval and payment of remuneration, the Balance of the Managed Account becomes equal to the Equity of the Managed Account.

9.2. The Equity of a Managed Account (hereinafter called "Equity") is calculated according to the following rules:

- a. every trading operation on the Managed Account increases/decreases Equity by the profit/loss on that operation;
- b. payment of the Manager's Remuneration decreases the Equity by the amount of the Remuneration;
- c. every deposit of funds increases Equity by the sum deposited;
- d. every withdrawal of funds decreases Equity by the sum withdrawn, under the condition that Equity is more than or equal to the Balance;
- e. every withdrawal of funds decreases Equity proportionally to Balance on the same operation, under the condition that Equity is less than the Balance.

9.3. The Manager's Share of Profit is calculated by the Company using the following formula:

$$(\text{equity} - \text{balance}) * \text{fee} / 100,$$

where

equity – Equity of the Managed Account;

balance – Balance of the Managed Account;

fee – Manager's Share of Profit in accordance with the relevant Manager Proposal.

When the results are positive, the Manager's Share of Profit is paid in the following cases:

- a. at the end of a Trading Interval on the Managed Account;
- b. a Managed Account is transferred to a different Proposal;

- c. a Managed Account is closed;
- d. the PAMM-Account is liquidated.

9.4. Transfer of funds to relevant accounts are carried out by the Company on the calculation day.

## **10. Obligations of the Manager, Investor and Manager's Partner**

10.1. The Manager, Investor, and Partner guarantee to:

- a. hold all responsibility for compliance with legislation, including, but not limited to, currency, tax and other legislations of the country of residence including full responsibility for commercial activity on compensated management of Investor's accounts;
- b. provide true and accurate information when registering as a Company Client and when completing all documents related to these Regulations;
- c. to be completely and fully aware of and understand the meaning, terms and conditions of all accepted Company Regulatory Documents;
- d. to fully understand the consequences of one's actions in the enforcement of these Regulations.

10.2. Should this guarantee be breached, the Manager agrees to resolve disputes and settle complaints of third parties resulting from his/her management of Investor's accounts at his/her own expense and using his/her own authority.

10.3. The Manager, Investor and Partner do not have the right to give third parties access passwords to the trading platform or myAlpari and agree to keep them secure and confidential. All actions related to the fulfillment of these Regulations and/or usage of login and password are considered executed by the holder of said information. The Company does not bear responsibility for the unauthorized use of registration data by third parties.

10.4. 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.

10.5. Should as a result of the Manager's failure to comply with these Regulations there be filed lawsuits (complaints) against the Company, all losses suffered by the Company shall be fully compensated by the Manager.

## **11. PAMM-Account Liquidation**

11.1. The liquidation of a PAMM-account leads to liquidation of all Managed accounts within the PAMM-account.

11.2. The Manager can initiate a PAMM-account's liquidation by making a liquidation request through myAlpari. All positions on the PAMM-account should be closed.

11.3. The Company can initiate a PAMM-Account's liquidation. All open positions will immediately be closed.

11.4. A request for a PAMM-Account's liquidation is carried out during the closest Rollover.

## **12. Effective Duration and Amendments**

12.1. These Regulations come into force for Company Clients from the moment they are accepted in myAlpari and cease to be effective from the moment the Client Agreement is terminated.

12.2. The Client acknowledges that the Company has a right to introduce amendments to the provisions of these Regulations at any time having given the Client written notification about the planned changes 7 (seven) calendar days in advance. Such amendments shall come into force and become binding for the Client from the date specified in the notification.

12.3. For the purpose of these Regulations the following means of communication are considered to be a written notification:

- a. email;
- b. posting;
- c. announcement on the Company News page on the Company's website.

## **13. Risks**

13.1. The Company does not guarantee profit. Positive trading results in the past do not guarantee positive trading results in the future.

13.2 The Manager, Investors and Partners accept possible financial losses such as direct losses or lost profit resulting from the following risks:

- a. the risk that the Manager does not have qualification and knowledge required to manage Investors' funds;
- b. the risk that the Manager may not observe Investors' interests or may carry out fraudulent operations in relation to Investors' funds;
- c. the risk that the Manager may lose control over the PAMM-account;
- d. the risk that third parties may gain access to management of the PAMM-account;
- e. the risk that the Manager, Investor or Partner may misunderstand or misinterpret the Regulations;
- f. the risk that complaints may be submitted untimely by the Manager to the Company concerning the
- g. completion of operations on the Investor's Managed Account;
- h. the risk of unforeseen delays upon transferring funds transfer between accounts or untimely execution of deposit/withdrawal requests or the closing/liquidation of a PAMM-Account;
- i. the risk of a PAMM-account's liquidation.

13.3. Under no circumstances does the Company bear responsibility for the occurrence of such risks and their consequences.

## **14. Miscellaneous**

14.1. All types of agreements drawn between the Company and its Clients on executing the terms and conditions of these Regulations may be concluded through post, email, fax or any other method of communication allowing the verification of the document's origin from the Company or the Client.

14.2. Should 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.

14.3. Should a clear interpretation of terms be absent from the text of these Regulations, they shall be governed first by the interpretation of terms in the Client Agreement, and secondly by those in other Regulations.