

Treten PAMM Service Agreement

This PAMM Service Agreement (hereinafter referred to as the “Agreement”) is entered into by and between **Treten BKR, S.R.L** (hereinafter referred to as “Treten” or “the Company”), a duly authorized and regulated brokerage firm, and the **PAMM Manager** and **PAMM Investor** (collectively, the “Clients” or “Parties”), by accepting its terms either electronically through the Treten Client Portal or by any other approved method. A copy of this Agreement will be sent via email to both Parties. In case either Party does not receive it, they must promptly notify Treten.

1. PAMM Account Terms

1.1. This Agreement, along with Treten’s legal documents, governs the use of PAMM Accounts. Reading and accepting all these documents is a mandatory condition for accessing the PAMM service. Registration as a PAMM Manager or Investor shall be considered confirmation that the Client has read, understood, and accepted all relevant terms, including Treten's Introducing Broker Agreement (if applicable).

1.2. All trading and non-trading actions performed by PAMM Managers on PAMM Accounts must comply with this Agreement and Treten’s general terms.

1.3. The PAMM service does **not** constitute portfolio management or investment advice. Investors voluntarily follow a PAMM Manager’s strategy by allocating their own capital at their own discretion and risk, based on publicly disclosed Offers. Treten does not provide recommendations or endorsements of any PAMM Manager.

1.4. Treten is not obligated to disclose the identity or personal information of PAMM Managers. All PAMM Accounts are considered personal and confidential. Therefore, any claims concerning a PAMM Manager’s professional qualifications will not be accepted by the Company.

1.5. Investors acknowledge and accept the risks involved in trading OTC financial instruments and agree that past performance of a PAMM Manager is not a guarantee of future results.

1.6. Trading decisions within PAMM Accounts are solely executed by the PAMM Manager. Treten will not consider any Investor claims related to deviations from personal expectations or recommendations.

1.7. Fund transfers between Investor personal accounts and PAMM Accounts can only be initiated by the Investors themselves or by duly authorized representatives. PAMM Managers have no authority over such transactions.

1.8. Investors may not bring claims regarding the execution of trades. Only PAMM Managers may raise such matters with Treten, subject to procedural requirements.

1.9. Treten reserves the right to suspend or terminate access to the PAMM service for any PAMM Manager at its sole discretion, without obligation to provide reasons. Such actions cannot be used publicly to discredit Treten, its staff, or its owners.

1.10. All trading activity in PAMM Accounts is recorded and accessible through Treten's Client Portal.

2. PAMM Accounts

2.1. PAMM Accounts allow Investors to allocate capital under the trading strategies of selected Managers, who also trade their own funds.

2.2. PAMM Managers may:

- Execute trades on the master account.
- Confirm deposit and withdrawal requests via the Client Portal.
- Set Offer parameters (Management Fee, Performance Fee, etc.).
- Define Withdrawal Fees for early exits.
- Choose the PAMM Account type and trading style.
- View Investor balances.
- Withdraw collected fees from their Owner Account.

2.3. PAMM Managers may **not** deposit to or withdraw from Investor Accounts.

2.4. All PAMM operations, calculations, and fee settlements are handled by Treten's automated PAMM system.

3. PAMM Account Parameters

- **Trading Name:** Display name of the PAMM Account.
 - **Minimum Deposit:** Capital required to join.
 - **Deposit Fee:** One-time fee charged to Investors upon deposit.
 - **Trading Interval:** The duration defining when fees apply and when withdrawals are considered early.
 - **Withdrawal Fee:** Charged for early withdrawal, paid to the PAMM Manager.
 - **Management Fee:** Fixed fee per interval, regardless of performance.
 - **Performance Fee:** Profit-based fee calculated per interval using a high-water mark model based on Investor equity.
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4. PAMM Manager Registration

4.1. Clients must register as Partners through the secure Treten Client Portal to apply as PAMM Managers. Submission of this application signifies acceptance of this Agreement and any applicable Introducing Broker terms.

4.2. The following are required for approval:

- Verified Treten live account.
- Completed Partner Application.
- Defined Offer parameters:
 - Trading Name
 - Minimum Deposit
 - Management and Performance Fees
 - Trading Interval
 - Deposit & Withdrawal Fees

- Account Type
- Strategy Description

Failure to meet these requirements will result in application rejection.

4.3. Accepted Managers will receive login credentials via email. Accounts not funded within 3 months will be removed.

5. PAMM Offer

A PAMM Offer is a public proposition by a PAMM Manager for Investors to follow their strategy. Each Offer includes trading and fee parameters used for automated calculations by the PAMM system. Accepting or rejecting an Offer is voluntary and does not create any advisory relationship or contract between the Manager and the Investor.

The PAMM Manager **cannot** block or delay Investor withdrawal requests, which may be processed at Treten's discretion.

6. Trading Interval

6.1. The Trading Interval can be daily, weekly, monthly, or custom-defined.

6.2. It starts when Investor funds are deposited unless set to "calendar month," in which case the interval resets on the 1st of each month.

6.3. Early withdrawals are subject to the Withdrawal Fee, and all other fees are calculated automatically.

7. Investor Registration

7.1. A Client becomes a PAMM Investor by accepting an Offer via the Client Portal. By doing so, the Client confirms that they:

- Understand and accept this Agreement and Treten's legal documents.

- Are acting lawfully and responsibly.
- Will monitor their PAMM Account via the Client Portal or daily email statements.
- Acknowledge they are responsible for performance and may withdraw funds at any time (subject to fees).
- Must report any login or communication issues promptly to Treten.

7.2. Registration may only be cancelled if no PAMM Account has been activated. Otherwise, applicable fees must be paid before full withdrawal.

8. PAMM Investor Account Participation

8.1. The Investor Account Participation determines the share of profits or losses from the PAMM Manager Account allocated to each PAMM Investor.

8.2. Participation is calculated during each Rollover as follows:

Investor Participation = Investor's Equity / Total Equity of All Investors
where:

Investor's Equity = Investor's funds after the previous P&L distribution.

8.3. If a PAMM Investor Account's equity drops below **US\$5** (or equivalent), the account may be automatically removed from the PAMM Manager Account. Remaining funds will no longer be available for trading.

9. Rollover

9.1. Rollover is executed automatically by Treten's PAMM system **every hour** and may take a few seconds or several minutes depending on server load.

Note: In case of unstable market conditions (e.g., economic news releases), Treten may change Rollover time without prior notice.

9.2. Rollovers typically occur **Monday through Friday**, but may also be executed over the weekend.

9.3. Each Rollover includes:

- (a) Virtual closure of all open trades.
- (b) Distribution of profits/losses based on virtual closing prices and on any trades closed since the previous Rollover.
- (c) Processing of pending deposits (including applicable fees).
- (d) Processing of pending withdrawals (including applicable fees).
- (e) Recalculation of Investor Participation.
- (f) Virtual reopening of previously closed trades at the same prices.
- (g) Deduction of Management and Performance Fees at the end of the Trading Interval (if applicable).

Note: Withdrawal requests submitted after 24:00 server time are processed in the next day's Rollover, subject to PAMM Manager confirmation.

9.4. All calculations—including open positions, P&L, and overnight swap fees—are performed based on Investor Participation at the time of Rollover.

9.5. If a withdrawal request reduces available margin below the required level to support open positions, the system may reduce trade lot sizes. PAMM Managers are responsible for monitoring pending withdrawals and managing position sizes to avoid stop-outs.

Note: If the required trade size is below the MT4/MT5 minimum lot, the position will be fully closed.

10. Deposits

10.1. PAMM Managers must open a PAMM Investor Account and deposit at least the **Minimum Deposit** amount to activate their strategy. These funds will be displayed as the **Manager's Capital**.

10.2. PAMM Investors may deposit funds through the PAMM Web Portal and allocate capital to one or multiple PAMM Offers at their discretion.

10.3. A PAMM Manager Account will only become active once the required Minimum Deposit has been made.

10.4. Deposits are processed at Rollover time. New Investors will start participating in the Manager's trades and receive P&L allocations **only after their first Rollover**, and will **not** benefit from any prior trading activity.

10.5. All deposits must meet or exceed the defined Minimum Deposit for the chosen PAMM Offer.

11. Withdrawals

11.1. PAMM Managers may request withdrawals from their Owner Account provided that doing so does not reduce the account balance below the Minimum Deposit or unfairly affect PAMM Investors. Withdrawals must be submitted via the PAMM Manager Portal.

11.2. PAMM Investors may request withdrawals at any time via the PAMM Investor Portal.

11.3. All Investor withdrawal requests are processed at the **next Rollover**, following confirmation from the PAMM Manager.

11.4. **Early Withdrawal Fees** will apply if the withdrawal occurs before the end of the Trading Interval, as specified in the subscribed Offer.

11.5. Withdrawal requests can be cancelled by Investors anytime before the next Rollover.

11.6. Investors may withdraw only up to the amount of available equity in their PAMM Account.

11.7. If an Investor withdraws **100%** of their funds, the Company reserves the right to close that PAMM Investor Account. Rejoining the same Offer may require prior approval from Treten's PAMM Department.

12. Early Withdrawal Fees

12.1. Early Withdrawal Fees apply when an Investor withdraws funds **before** the end of the Trading Interval. Terms are defined in each PAMM Offer.

12.2. The fee is calculated as:

Early Withdrawal Fee = Withdrawal Amount × Early Withdrawal % (as stated in the Offer)

13. PAMM and Fee Calculations

13.1. Investor Equity is calculated using the following formula:

Investor Equity = Deposits – Withdrawals + P&L – Fees

where:

Fees include Deposit Fees, Withdrawal Fees, Management Fees, and Performance Fees.

P&L refers to the profit or loss generated by the PAMM Account.

13.2. The **Performance Fee** payable to the PAMM Manager at the end of each Trading Interval is calculated as:

Performance Fee = (Gross Profit – Loss) × Success Fee %

Note: If the Trading Interval ends in a loss, the “High Watermark” principle applies—i.e., future profits must first recover past losses before fees are charged again.

PAMM Manager's Obligations

14.1 The PAMM Manager must act with the goal of increasing the equity of the PAMM Account (the combined investors' funds). If the Company finds that the Manager is causing losses or not acting in the best interest of investors, it may, at its sole discretion:

- Inform PAMM Investors;
- Suspend the Manager's trading activity;
- Close the PAMM Account;
- Withhold any due fees;
- Use the fees to compensate investor losses or Company damages.

14.2 The PAMM Manager confirms that:

- He/she complies with all legal, tax, and regulatory requirements in their jurisdiction and holds all necessary authorizations and licenses;

- He/she will notify the Company of any regulatory changes, investigations, or sanctions (past or current);
- The Company may request and verify evidence of such authorizations;
- All personal data provided is valid and accurate;
- All Company documentation has been read and understood;
- All trading risks are acknowledged;
- He/she will act in good faith and in the best interest of the investors;
- He/she will not engage in "churning" (unnecessary trading to earn fees);
- He/she will ensure introduced clients understand the Company's services and responsibilities;
- He/she will notify the Company of any material facts about any investor that could affect their account status;
- Entering into this agreement does not conflict with any other legal obligations.

14.3 Any complaints or legal issues involving the Manager are his/her sole responsibility; the Company is not involved.

14.4 The Manager must continuously monitor and manage the PAMM Accounts under his/her control.

14.5 The Manager is responsible for maintaining the confidentiality of account access credentials. Complaints about unauthorized access will be rejected if server logs confirm valid credentials were used.

14.6 The Manager may not:

- Represent themselves as an affiliate of the Company;
- Use the Company's name, logo, or trademark without prior written consent;
- Make public statements on behalf of the Company;
- Provide false or misleading information about the PAMM Accounts managed;

- Claim reimbursement from the Company for any incurred costs.

14.7 If the Manager's actions cause claims against the Company, the Manager must cover all financial consequences, and all withdrawal requests will be blocked until the issue is resolved.

14.8 This Agreement is a legally binding obligation on the PAMM Manager.

PAMM Investor's Obligations

15.1 The PAMM Investor confirms that:

- He/she complies with legal, tax, and regulatory obligations in their jurisdiction;
- All personal data submitted is accurate;
- All Company documents and these Terms have been read and understood;
- The risks of financial trading are well understood;
- He/she accepts the potential conflict of interest in paying fees or commissions to the Manager.

15.2 The Investor agrees to pay:

- Deposit fees;
- Withdrawal fees;
- Management fees;
- Performance fees (as specified in the PAMM Offer).

15.3 Any claims from third parties arising from the Investor's actions will be handled solely by the Investor at their own cost.

15.4 The Investor must protect the confidentiality of their account credentials. Complaints of unauthorized access will be rejected if the credentials used were valid.

15.5 The Investor is fully responsible for all instructions and transactions resulting from subscribing to a PAMM Offer, and agrees to indemnify the Company for any resulting losses, including errors made by the Manager.

15.6 The Investor accepts the risk of delays or loss in electronic communications beyond their control.

15.7 The Investor understands that the Company may apply limits or controls to the Manager's access to the trading system, but is not required to. If no such controls are applied or they fail, the Company bears no responsibility.

15.8 The Investor remains liable for all instructions given before the Agreement's revocation becomes effective and agrees to indemnify the Company for any resulting losses.

15.9 This Agreement is a legal and binding obligation on the PAMM Investor.

Extent of Liability

16.1 Both the PAMM Manager and PAMM Investor agree to indemnify and hold harmless the Company and its employees, directors, and agents from any losses, costs, damages, or legal claims arising from their actions or omissions under this Agreement.

16.2 This clause does not limit any other contractual liability or legal remedies available to the Company.

Force Majeure

The Company will not be held liable for delays or failures in service due to causes beyond its control, including technical failures, market closures, or regulatory changes.
