
PAMM-MAM Terms and Conditions

Skilling (Seychelles) Limited

April 2023

SCOPE OF AGREEMENT

1. Skilling (Seychelles) Limited (“**Skilling**”) regulated by the FSA in Seychelles is designed to connect Clients’ Investment Accounts to the account of the Money Manager for the purposes of further transactions of the Money Manager on the financial markets in the interests of the Clients.
2. These Money Manager Terms and Conditions (the “Money Manager Terms”) define the terms and conditions under which the Company provides a Money Manager Service to Clients. These Money Manager Terms apply to all Money Managers and the Clients that choose to utilise the money management service.
3. These Money Manager Terms are supplemental to and should be read alongside our Client Terms and Conditions. In the event of any conflict between these Money Manager Terms and the Client Terms and Conditions, these Money Manager Terms shall prevail.
4. You should take sufficient time to read and understand these Money Manager Terms before utilising this service. Please contact us if you have any queries in relation to these terms, or seek independent professional advice if you do not understand any aspect.
5. By completing and signing or electronically submitting your Money Manager application form on our website or via a mobile application, as applicable, you confirm that you accept these terms.
6. Unless separately defined in these Money Manager Terms, capitalised words and expressions shall have the same meanings given to them in Client Terms and Conditions.
7. PAMM Account enables a professional trader to act simultaneously for more than one trading account, available to our partners. This PAMM MT4 Account means investors can be part of a set of sub-accounts which are traded together by a money manager or trader who has permission from clients to trade their accounts under a LPOA (Limited Power of Attorney).
8. You agree that we may restrict implementation of an Expert Advisor under PAMM Account.
9. You further acknowledge that trades may be separated exactly the same way as a manual position, at our sole discretion.
10. MAM Account is subject to sophisticated use of leverage and MAM account is an advanced type of managed account that offers excellent control for an investor and has several features enjoyed by both PAMM as well as LAMM accounts. MAM Accounts provides the trader the ability to manage multiple trading accounts using a single terminal as well as permits sub-allocation of trades in addition to the method of percentage allocation in a PAMM.
11. MAM Accounts make use of combining individual trader accounts into a large pool of managed funds that comprises individual trader accounts as well as investor accounts.
12. You acknowledge and understand that all orders executed on the Master Account are reflected on every associated MAM Account as per the parameters set by the investor.
13. Capitalised words and expressions used in there Terms have the following meanings:
 - 13.1. Client Funds - an amount of cash funds deposited by the Client into a designated InvestorAccount with the Company.
 - 13.2. Investor Account - a sub-account of the Client subject to the Client Terms and Conditions (and in particular Client Agreement) into which Client may deposit an amount of cash for the Money Manager to manage in accordance with these Money Manager Terms.
 - 13.3. MAM Account – a multi-account manager Master Account operated by a Money Manager in accordance with these terms. Money Manager - the appointed manager of a Client’s funds through the Company in accordance with these Money Manager Terms.
 - 13.4. Master Account – either a PAMM Account or a MAMM Account Master Account Trading Parameters – the parameters of the Master Account established by the relevant Money Manager including the fees and charges applicable for subscribers.

- 13.5. Money Manager Service - The Money Manager Service as operated by the Company's Client in accordance with these Money Manager Terms and Conditions.
- 13.6. Money Manager Trading Conditions – the conditions for trading through the Money Manager Service available on the Portal as amended from time to time, including as applicable the minimum capital, deposit currency, minimum investment amount and leverage.
- 13.7. PAMM Account – a profit allocation money management Master Account operated by a Money Manager in accordance with these terms.
- 13.8. Payment Account – an account for use by either Clients or Money Managers in order to manage cash balances in relation to the Money Manager Service.
- 13.9. Trading Pool – a virtual pooling of funds in Investor Accounts that have subscribed to a particular PAMM Account. Actual funds remain with the Client in their Investor Account.
14. In order to appoint a Money Manager, Client must complete and submit the client online application and provide such additional documentation and information as requested. If the application is successful Client will be provided with a Skilling payment account which can be accessed via the Portal.
15. The payment account operates as a cash wallet only for the operation of the Money Manager Service. The payment account cannot be used for trading. MAM Account deposits and withdrawals can only be made from or to the payment account.
16. Clients may establish and fund an Investor Account through the Portal. Clients may then view, select and subscribe the Investor Account to only one Master Account at a time. Clients may however open and operate multiple Investor Accounts.
17. In subscribing to the Master Account Client accepts and agrees to these terms and conditions as well as the Money Manager Trading Conditions.
18. Clients and Money Managers represents and warrants that:
 - 18.1. If an individual, Money Manager is of sound mind and body, legal age and legal competence and is not prohibited from entering into and effecting the terms of this Agreement;
 - 18.2. If a legal entity, Money Manager is duly organised and is in good standing in the jurisdiction of its formation, and Money Manager is duly authorised and empowered to enter into and effect the terms of this Agreement;
 - 18.3. The information provided by Money Manager as part of the application process is true and accurate;
 - 18.4. All trading will be conducted in accordance with the Client Terms and Conditions;
 - 18.5. Money Manager has suitable knowledge and experience to trade leveraged contracts including forex and CFDs;
 - 18.6. No person other than Money Manager and subscribed Clients will have an interest in the Master Account(s);
 - 18.7. No person other than the Money Manager will conduct trades on the Master Account(s);
 - 18.8. Money Manager, including its employees and/or affiliates, will never hold itself out as an employee, agent or a partner of the Company;
 - 18.9. Money Manager maintains and is in compliance with such registrations, authorisations and memberships as a Money Manager or in any other capacity for the duration of Money Manager's relationship with the Company as may be required under the laws and regulations of Money Manager's jurisdiction and any other jurisdiction in which they operate and will advise the Company immediately of any lapse, suspension or termination of such registrations or memberships, notification of which entitles the Company to terminate this Agreement immediately; and
 - 18.10. Money Manager does not and will not, for compensation or profit, whether direct or indirect solicit or accept orders from citizens or residents (whether individuals, corporations and or unincorporated associations) of any jurisdiction unless authorised to do so or exempted from such requirement.
 - 18.11. Money Managers may open and operate multiple Master Accounts.
 - 18.12. Money Manager agrees to provide the Company with information regarding any new website or change in current websites content that Money Manager runs or operates for the purpose of acquiring Clients. Money Manager agrees to be liable for the information posted on its website(s). Money Manager agrees to make reasonable changes to websites it operates at the request of the Company.
 - 18.13. Money Manager agrees that at no time shall it make any representations to Clients with regards to guaranteed profits or limited losses.
19. You agree and understand that your PAMM-MAM Account shall be subject to the below trading conditions:

- 19.1. Money Managers (“MM”) can trade across an unlimited number of trading accounts simultaneously from a single interface, whilst getting greater flexibility and transparency to allocate the trades and adjust the risk of each sub-account based on the clients’ risk profiles
- 19.2. Choose the preferred trading conditions, including commissions, spread mark-ups, account currency, performance fees and margin/call
- 19.3. Low commission structure, combined with tight spreads, results in greater margins for trade managers
- 19.4. Superior order execution, including slippage may influenced by significant factor when trading large orders so dealing with a broker whose pricing is ideal
- 19.5. Available for use with MetaTrader 4 (MT4), and providing Money Manager a significant control required to maximise returns from trading accounts
- 19.6. Ability for the Money Managers to set different performance fees between Investors/followers
- 19.7. Money Managers’ access to the PAMM-MAM portal provide the features which include but not limited to the below:
 - Ability to include or exclude investors from his Trading activity
 - Ability to view statistics about account performance
 - Ability to set the performance fees
 - Ability to Monitor trading activity of its Investors
20. You further acknowledge that where the Equity (%) method derives to a lot size which is lower than our minimum, we may at our sole discretion reject all trades.
21. Once an Investor Account is subscribed to a particular PAMM Account, the funds in the Investor Account are available to the Money Manager for trading through the PAMM Account.
22. The funds available in all Investor Accounts subscribed to the PAMM Account form the Trading Pool which the Money Manager will trade through the PAMM Account in accordance with his own trading strategy.
23. PAMM Account cannot hold funds at any time. Money Manager will have no capital or trading exposure in the PAMM Account itself but may operate and subscribe his own Investor Account to the PAMM Account and form part of the Trading Pool.
24. The percentage profit or loss of the Trading Pool will be automatically calculated and applied on the same percentage basis to the funds in the Investor Accounts subscribed to the PAMM Account on a real-time or near real-time basis by increasing or reducing the funds in the Investor Account.
25. Client specifically authorises Money Manager to trade the funds available in their Investor Account through the PAMM Account and the Company to apply trading profits and deduct trading losses relating to the operation of the PAMM Account.
26. PAMM Account performance figures will be calculated and published [via the Company platform, depending on the reporting cycle of your agreed trading period, this could be daily, weekly, monthly, quarterly or annually.
27. Once an Investor Account is subscribed to a particular MAM Account, the trading undertaken by the Money Manager on that MAM Account will be automatically replicated on the Investor Account utilising the funds deposited in the Investor Account. Client specifically authorises Money Manager and the Company to replicate such trades on their Investor Account.
28. Clients may unsubscribe from a PAMM-MAM Account at any time.
29. Money Manager may terminate or withdraw the MAM Account at any time. All open positions on the MAM Account must be closed and pending orders deleted before the Money Manager can liquidate the account.
30. We may, at our sole discretion, revoke, cancel and/or close a PAMM-MAM Accounts status without having to provide whatsoever explanation or justification. Should we detect that a PAMM-MAM Account is engaged in breach of any form but not limited to: latency arbitrage, fraud, or other forms of abusive trading, you agree that we may take immediate action to: revoke the PAMM-MAM Account status to all live trading accounts that are under fraud suspicion; revoke the PAMM-MAM status from any and all standard trading accounts that have been converted to a PAMM-MAM Account; and/or to correct and recover any un-accrued fees and any related un-accrued/Set-off interest expenses or costs pertaining to any and all of your PAMM-MAM Accounts during the period for which such Accounts were converted into PAMM-MAM Accounts; and/or close all trading

accounts, void all trades carried out in your trading accounts and cancel all profits or losses incurred in your trading accounts.

31. Termination of a PAMM Account will result in the Company force closing all open positions and cancelling all pending orders. In the event of termination, the Company and parties to this Agreement may take one or more, or any portion of, the following actions: (1) terminate Money Manager's access to Account(s); (2) cancel any or all outstanding orders or contracts, or any other commitments made by Money Manager; (3) terminate the Account(s).
32. Money Manager and Client acknowledge that the Company and its officers, employees and agents do not control or authorise Money Manager's actions, are in no way responsible for any loss to Client caused by any actions, inaction, warranties or representations of Money Manager and the Company does not, by implication or otherwise, endorse the operating methods of Money Manager.
33. Money Manager and Client agree to jointly and severally indemnify the Company, its affiliated companies, officers, employees and agents in respect of all liabilities, losses, expenses or costs (including reasonable legal and administrative costs) of any kind or nature whatsoever that may be incurred by us as a direct or indirect result of any failure by Money Manager or Client respectively to perform any of their obligations under this Agreement.

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