



PAMM Agreement

Blueberry.Partners



1. PAMM Account Terms

- The PAMM service gives the opportunity to follow the trading strategies of the chosen PAMM Manager(s), managing their own personal capital through a specific PAMM account, with the PAMM Investors' own trading capital. The PAMM Investors, voluntarily, at their risk, elect the PAMM Manager according to an Offer. All decisions of acceptance or rejection of the Offer are a matter of the free will of each potential PAMM Investor without any recommendation or solicitation by the Company.
- Blueberry Markets has no obligation to reveal any personal information about the PAMM Managers, as any registered PAMM Account is a personal account of the Company's Client and therefore its owner's details are confidential information which cannot be exposed to third parties. Based on this, any claims and/or requests that may be brought against the Company on behalf of PAMM Investors relating to the legal and professional competence of PAMM Managers will be dismissed.
- An Investor accepting the PAMM Offer agrees that he understands and accepts the nature of inseparable risks to the transactions in the OTC foreign exchange market. Blueberry Markets accordingly states to the Investor that it does not guarantee the recurrence of rates of return that have been made by the PAMM Managers in the past.
- . All trading activities on the PAMM Accounts can only be carried out by the PAMM Manager based on such terms. Blueberry will dismiss all claims of the Investor(s) that the PAMM Manager failed to comply with their recommendations.
- All transfers of funds between the Investor's personal accounts and PAMM Trading Accounts are carried out only upon requests from Investors or persons authorised to do so by the Investor and acting under a power of attorney. The PAMM Manager cannot in any way influence the decision-making for the inflow or outflow of PAMM Investors' funds or prevent them from being executed by the Investors.
- The PAMM Investor has no right to bring a claim against the Company's trading operations conducted in the PAMM Account. Only the PAMM Manager, according to procedures set by the Company, may submit a claim for consideration of the improper performance of the Company's trading terms.
- Blueberry Markets reserves the right to cease the provision of the PAMM service to any PAMM Manager at any time upon its sole discretion. The Company may reject any request of PAMM Managers or Investors to provide the explanation of reasons for such a decision. Such a decision, related to any PAMM Manager, cannot be used by Clients as a fact damaging the Company, its personnel, or its owners, in the media.
- Blueberry Markets does not guarantee the performance of any Signal Provider and the Trader acknowledges that past performance is not indicative of future results.
- The Trader acknowledges that the decision to appoint the Manager is their decision and that no one has in any way suggested or recommended the Manager.
- The Trader acknowledges and accepts that, in providing an electronic or online trading system to the Manager, has the right but not the obligation to set limits, controls, parameters and/or other controls on Manager's ability to use such a system. The Trader accepts that if the Manager chooses not to place any such limits or controls on Manager's trading, or if such limits or controls fail for any reason, the broker will not exercise oversight or control over instructions given by the Manager and I accept full responsibility and liability for the Manager's actions in

such circumstances. To the extent permissible by law, the Trader acknowledges and agrees that it is my responsibility to monitor the activity of the Manager.

2. Limitations to PAMM Services:

- 2.1. We do not provide personalised investment recommendations, investment advice, tax-related advice or other financial-related advice of any kind. Any explanation or information which we give you as part of a PAMM, or about the performance of the PAMM is not intended to be, and should not be considered as advice. This information is provided by us solely for informational purposes.
- 2.2. You should use any information gathered from our website or social trading features as a starting point for your own independent research and investment decision-making. However, you should not make investment decisions based on information provided by us or on the Trading Room

3. Fees and Charges:

- 3.1. The Trader agrees to pay all applicable fees and charges for the PAMM services as outlined in the Trading Authority.
- 3.2. The Trader authorises and directs Blueberry Markets to withdraw from my Account to pay the Manager the fees and commissions calculated by the Manager and payable at the specified time(s).
- 3.3. Fees may include but are not limited to, performance fees, subscription fees, and spread costs.
- 3.4. Performance fees are always set on the percentage value. Based on high watermark value, fees get distributed at the end of the settlement period. The high water mark on a date of Account means the greater of:
 - The Account equity as at the date of this Authority;
 - The Account equity as at the end of the Calculation Period for which a fee was last paid or payable and adjusted for any withdrawals from or deposits in the Account in the Calculation Period.
- 3.5. The management fee is the value set as a percentage by the money manager which is charged on the investor's funds under management (FUM) and settled at the end of the settlement period which can be at the end of the calendar month. Each month is a "Calculation period" where the FUM equals the account balance as at the date the management/administration charge is payable.
- 3.6. You agree and acknowledge that you have been provided with the performance and management fees. Where fees are adjusted by the Master PAMM, we will have you reconfirm subscribing to the Master.

4. Risk Disclosure:

- 4.1. The Trader acknowledges and agrees that trading in financial markets involves substantial risk and the potential for significant losses.
- 4.2. The Trader understands that the use of PAMM services does not guarantee profit and accepts full responsibility for any and all trading losses.



- 4.3. The Trader acknowledges that PAMM can result in losses where trades are opened and closed in your account without your manual intervention.
- 4.4. The Trader understands that losses can be incurred if you manually modify or close an order generated by the PAMM functionality, you may achieve a materially different result than the trader you copied.
- 4.5. You may sustain loss from copying the trading decisions of inexperienced and/or unprofessional traders.
- 4.6. The Trader understands that we are unable to provide any guarantee as to the performance of any particular investment, account, or trading strategy.
- 4.7. Past performance, risk scores, statistics and other information with respect to traders using PAMM are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses similar to those shown by the trader that you are copying. We also do not represent or guarantee that the risk score of a trader will accurately reflect the risk of their future performances.
- 4.8. When evaluating Master accounts you should be aware that the Master may be trading on either virtual funds or with real currency.

5. Indemnity:

- 5.1. The Trader agrees to indemnify, defend, and hold harmless Blueberry Markets, its affiliates, and their respective officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:
 - a. The Manager trading on the Trader's account.
 - b. Any breach of this Agreement by the Trader.
 - c. Any violation of applicable laws or regulations by the Trader.
 - d. Any actions or omissions of the Signal Providers.

6. Account Management:

- 6.1. The Trader provides full control over their trading account to the PAMM software which will allow the Master the ability to enter into trading at any time.
- 6.2. The Trader agrees to regularly monitor their account and understand that they are solely responsible for all trading decisions.

7. Limitation of Liability:

- 7.1. Blueberry Markets shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the Trader's use of PAMM services.
- 7.2. Blueberry Markets does not provide any warranties regarding the performance or reliability of the Signal Providers.

8. Termination:

- 8.1. Either party may terminate this Agreement at any time with or without cause by providing written notice to the other party.
- 8.2. Upon termination, the Trader will cease to use the PAMM services, and all obligations of Blueberry Markets under this Agreement will terminate.



9. Severability

If a provision of this Agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purpose of that jurisdiction without affecting the enforceability of the other provisions of this Agreement.

10. Governing Law:

- 10.1. This Agreement shall be governed by and construed in accordance with the laws of Vanuatu, without regard to its conflict of law principles.
- 10.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Vanuatu.