

## 1. Definitions.

**Company** - Atiora group of companies providing a trading platform Atiora MetaTrader4 system and settlement between the investor and the Manager, referred to hereinafter PAMM system.

**Manager** - Customer of the Company registered in the PAMM-accounts system as the fiduciary management of Manager with the aim or intention to make investments in your trading account and manage it for the benefit of himself and the investors who invest through a system of PAMM accounts.

**The investor** - the company's clients are registered in the PAMM-accounts system as an investor with the purpose or intent to invest funds from your trading account to any of Manager accounts registered in the PAMM-accounts system.

**Rollover** is a daily procedure where the total value of assets in each investment fund is recalculated. A number of things happen during rollover:

- a) The share price for each investment fund is updated.
- b) Requests to buy and sell shares are processed.
- c) Performance data on the site is updated.

## 2. Application for limitation of liability

**2.1.** Atiora is not liable for any damages, direct, indirect, special or incidental, Trader and / or Investor as a result of using the Service, its software Security or content. Any operations performed by the Trader and / or the Investor are their Own risk and solely they are responsible for any losses for third parties, If any

## 3. General Terms and Conditions.

**3.1.** Description of the PAMM-accounts system.

PAMM-accounts system is a software system developed and owned by the Company, which provides the technical implementation and automation of all processes of investment funds between trading accounts within the Company. PAMM-accounts system provides automation of the following processes:

- a) Registration in the system Investors;
- b) Registration in the Manager system;
- c) Withdrawal from the investor's account for subsequent investment on account of the chosen Manager;
- d) Transfer of funds to be invested in the Manager's account;
- d) Calculation of the shares of all investors and Managers under one PAMM-account;
- e) refund when you order this at the expense of investors in the amount owed to them;
- g) withdrawal Manager account when ordering itself to the extent that allows the current level of resources;
- h) Periodically updated information on the status of PAMM Manager displaying itself in the offices of PAMM-investor.

**3.2.** The technical implementation of the system of PAMM-accounts provided under the Company's client's office and enter into force immediately after the service connection PAMM investor or PAMM-Manager owner of a trading account with Atiora system. A detailed description of the technical implementation of the PAMM-system is available in Section 6 of this Agreement.

**3.3.** PAMM-accounts system implies an understanding of the risks associated with both the direct settlement of transactions in the Forex Market Manager, on account of which the funds are invested, and possible technical failures associated with the imperfection of the trading platform or software PAMM system.

## 4. Obligations and rights of the Company.

Under this Agreement, the Company assumes the additional rights and obligations, which are combined with the rights and obligations described in the client contract agreed when opening a trading account. All the duties described in this section are performed by the Company in the absence of technical failures on the side of the Company's servers.

**4.1.** Securing the investment process.

The company holds the responsibility to make the operation of accounting applications for investment of funds from the account of PAMM-Investor in the PAMM-Manager within an hour after the time of acceptance of investment Manager.

**4.2.** Ensuring the return of funds from the PAMM Manager.

In the case of receipt of the application for the return of the put you to share from the PAMM Manager in the PAMM-Investor Company executes this application for 24 hours. The provisions of the investor at the time of the refund percentage may vary from a fraction, which is displayed at the time of the order the return of funds, this includes the

situation where at the time of the next data reduction data to the trading account of PAMM Manager will receive Stop Out and lose all means.

**4.3. Preservation means PAMM investor withdrawals from the Manager.**

In the period of just finding the trading account of PAMM-Manager PAMM-Investor funds warrants the impossibility of withdrawing the PAMM-Manager. Besides the PAMM-Manager cannot remove that part of the means, which is involved in the transactions.

**4.4. Providing contact information.**

The company provides access to contact the PAMM Manager data (e-mail and phone number) is publicly available on the monitoring page of his account in order to provide the fullest possible information. This information can be used for contacting the PAMM-Manager. The company provides access to contact the PAMM-Investor's data (e-mail and telephone) to the PAMM-Manager in the PAMM account which the investor invests. The contact details of PAMM-Investor become available PAMM-Manager after making an application for funds to invest.

**4.5. PAMM Manager recognizes the right of the Company to cancel all or part of the profits received by PT as part of the PAMM system in cases where the facts of denigrating the image of companies using them all communication channels such as email, internal communication with investors, a description of the PAMM project page monitoring et al., as well as in social networks.**

## **5. The rights and obligations of PAMM-investor.**

In addition to the rights and obligations following from the client contract -offer, agreed when opening an account with the Company, the Client in the face of PAMM-Investor shall have the rights and obligations under this Agreement. Rights PAMM-Investor run in so far as it allows the current status of the software and hardware of the PAMM-system of the Company. In case of technical or software failures in the system can't guarantee the fulfillment of all the rights of PAMM-investor.

**5.1. Risk Acceptance.**

PAMM investor confirms its understanding and agreement with the warning of the risks described in Section 7 of this Agreement. PAMM-Investor has confirmed that a warning of the risks may not contain complete information about the possible risks and agrees with any other risks caused by adequate reasons on the part of the Company or a third party.

**5.2. Adoption of the features of the technical implementation of the PAMM-system.**

PAMM investor takes all the features of the technical implementation of the PAMM-System as described in Section 6 of this Agreement, and the risks associated with them.

**5.3. Adoption of the Company's status under this Agreement.**

PAMM investor agrees with the fact that under this agreement the Company is the provider of the technical implementation of the PAMM-accounts service, without taking any responsibility for any favorable or unfavorable trading operations made on the PAMM-Manager's account.

**5.4. Investing in the trading account of PAMM Manager.**

PAMM investor can apply for investment funds in the trading account chosen by the PAMM-Manager at any time in his office PAMM-Investor. Making an application for investment is not guaranteed by the adoption of investment of PAMM-Manager. Investing amount is debited from the account of PAMM-Investor in the PAMM-Manager's account immediately after the adoption of the PAMM-Manager investment. On account of PAMM-Manager investment credited within an hour after taking applications for investment of PAMM-Manager. Number of investments; one of PAMM-investor in any of the accounts PAMM Managers not limited in number.

**5.5. Access to statistics PAMM Manager.**

At any given time PAMM investor has access to discretely updated balance statistics, the assets and shares of the PAMM Manager account. This information can be used to make a decision on the return of the share from the PAMM-account, but is not entirely relevant, since it has time delays in the display, under normal conditions, not exceeding one hour.

**5.6. Return the share from the PAMM Manager.**

At any given time PAMM investor can order a refund of his share from the PAMM Manager. Calculation of the share and its return takes place within an hour after registration. The absolute value owed PAMM investor's share may be different from that which he sees at any time before the final completion of the return of invested funds from the PAMM Manager.

## **6. Rights and obligations of the PAMM Manager.**

### **6.1. Risk Acceptance.**

PAMM Manager confirms your understanding and agreement with the warning of the risks described in Section 7 of this Agreement. PAMM-Manager acknowledges that a warning of the risks may not contain complete information about the possible risks and agrees with any other risks caused by adequate reasons on the part of the Company or a third party. PAMM-Manager acknowledges its responsibility for the loss of their funds, and funds of PAMM-investor in the event of losses on the trading account.

### **6.2. Adoption of the features of the technical implementation of the PAMM-system.**

PAMM Manager takes all the features of the technical implementation of the PAMM-System as described in Section 6 of this Agreement, and the risks associated with them.

### **6.3. Adoption of the Company's status under this Agreement.**

PAMM-Manager agrees with the fact that under this agreement the Company is the provider of the technical implementation of the PAMM-accounts service, without taking any responsibility for any favorable or unfavorable trading operations made on the PAMM-Manager. The company is not a principal or beneficiary of any trading operations, profits earned by the Manager.

### **6.4. Placing in the monitoring.**

Immediately after the registration in the PAMM-System PAMM Manager account is automatically added to the monitoring system, accessible on the Company's official website and in the office of the Customer. Monitoring of account used by PAMM investors to choose the most suitable of the PAMM Manager.

### **5.5. Acceptance of the investment of PAMM-investor.**

Immediately after the registration in the PAMM-System PAMM Manager is able to receive investment from the PAMM-Investors, who have expressed their intention to invest. PAMM-Manager has the right to reject the money invested until their enrollment at its expense and at any time thereafter. All operations of enrollment and withdrawal of invested funds to / from trading account of PAMM Manager occur in accordance with the rules and procedures described in Section 6 of this Agreement.

### **6.6. Return on investment of PAMM-investor.**

The return on investment of PAMM-investor takes place in one of the following cases:

- a) PAMM-Manager orders the return of investment of PAMM-investor by pressing the return on investment of PAMM-investor in his office;
- b) PAMM investor orders a return investment into the account by selecting the appropriate option in his office;
- c) the Company initiates a refund upon request by contacting the Investor support.

### **6.7. The payment of part of the profit PAMM-Manager.**

In case of being credited investment of PAMM-investor in the PAMM-Manager before the withdrawal from the PAMM Manager with a view to their return to PAMM-Investor's account a profit, calculated according to the system described in Section 6 of this Agreement.

## **7. Technical Regulations PAMM system.**

**7.1.** Technical regulations PAMM system includes a description of the terms and types of procedures that are provided in the automatic mode. Each member of the PAMM-project recognizes the possibility of violations of various processes described in the technical regulations, in cases where there are failures of technical equipment of the Company or other technical problems.

**7.2** Technical Regulations PAMM system includes a description of the following procedures:

- a) Registration PAMM PAMM investor and Manager through a Client Account, provided by the Company;
- b) Save the contact information of PAMM-Investor and Manager PAMM-used in the future for communication between all three parties;
- c) Registration of application for investment of PAMM-investor;
- d) Acceptance or rejection of the application for investment of PAMM-Manager;
- e) Accounting for the share of PAMM-Investor and the PAMM Manager in the PAMM-Manager's account at the time of transfer of investments and the subsequent stages of data reduction;
- f) To issue the application of PAMM-investor for a refund;
- g) Return the proportion of PAMM-Investor;
- h) Return of share PAMM Manager profits after the return of investment of PAMM-investor;
- i) Addition of its investment PAMM-Manager;
- j) Making an application for withdrawal of the PAMM-Manager;
- k) Carrying out an application for withdrawal of the PAMM-Manager;
- l) The calculation of shares and profits;

m) Providing access to statistical information PAMM monitoring system in the form and detail of the account of PAMM-Manager available to each of PAMM-investor.

**7.3.1. Registration PAMM-Investor.**

Registration PAMM-Investor occurs through acceptance of this Agreement, in the office of the Customer, provided by the Company. In the process of registering with the PAMM-Investor is requested contact information (phone and e-mail address), which will later be transferred to the PAMM-Managers, in respect of which the PAMM investor intends to invest. Contact details can be changed after the registration at any time of PAMM-investor. After successful registration of PAMM investor becomes available his PAMM-account located within the client company's office. Link to it available PAMM investor immediately after registration in the PAMM system.

**7.3.2. Registration PAMM Manager.**

Registration PAMM Manager occurs through acceptance of this Agreement, in the office of the Customer, provided by the Company. In the process of registering with the PAMM Manager is requested contact information (phone and e-mail address, Internet messengers), which will continue to be transmitted PAMM investors who will invest in the PAMM-Manager. Contact information can be changed in the future. In addition to the contact information in the registration of the PAMM-Manager set the level of profit due to him, which will be charged with any profit returned by PAMM investors. After successful registration of the PAMM-Manager becomes available his PAMM-account located within the client company's office. Link to it available PAMM-Manager immediately after registration in the PAMM system.

**7.4. Registration of application for investment of PAMM-investor.**

Making an application for investment of PAMM-investor made in the PAMM-cabinet by selecting one of the accounts PAMM Managers cited in monitoring. Funds are debited from the account of PAMM-investor immediately after registration of the application for investment. In the case of acceptance of the application for PAMM-Manager investment funds are credited to the account of PAMM-Manager PAMM investor becomes a beneficiary of the share trading account of PAMM Manager proportional to its investments in the account. In case of rejection of the application for PAMM-Manager investment funds are returned to the PAMM-Investor.

**7.5. PAMM Manager sees all new requests for investing in its trading account in a PAMM-cabinet. He may reject or confirm each of the incoming applications by selecting the appropriate option in his office within 3 days of receipt of the request for funds to invest. In the absence of any action on the part of the PAMM Manager in respect of incoming requests for investments in its trading account within 3 days from the date of receipt of the application, shall be returned to the account of PAMM-investor.**

**7.6. At the time of any transaction or removing the funds are credited to the trading account of PAMM-Manager are recalculated shares of PAMM-investor accounts and of the PAMM Manager. share calculation takes place by calculating the sum of the investments of each of the PAMM Investors PAMM account and the Manager and the weight percentage of these shares in the total amount of funds on the trading account. On the basis of these shares is taken into account in future profits statistics of each of PAMM-investor accounts. Updating the income information occurs discretely, ie, once a certain period of time. Information collected on profits and shares available and displayed in the offices of each of PAMM-investor accounts as well as in the office of the PAMM Manager.**

**7.7. Making the application of PAMM-investor for a refund.**

Making the application of PAMM-investor in the refund is carried out by selecting the appropriate option in the office of PAMM-investor. Return of money takes place in a certain period of time. The Investor agrees that its profit or loss at the time of the return of its share in the PAMM-account may differ from the values that are available in the PAMM-statistics at the time of registration of the application.

**7.8. Return share of PAMM-investor.**

Return share of PAMM-Investor's happening through the cancellation of funds equal to the absolute share of PAMM-Investor in the PAMM-Manager, and the subsequent transfer of these funds to PAMM-Investor. This operation precedes the operation of payment share of profit PAMM-Manager.

**7.9. Return of the profit share of the PAMM-Manager after the return of the share of PAMM-investor.**

Return share PAMM Manager profits after the return of the share of PAMM-Investor occurs immediately after enrollment owed PAMM investor amounts on his trading account. To calculate the profit share is used to lament the level of the PAMM-Manager profit received between the time the funds are credited to the PAMM Investor account of PAMM-Manager and the moment of writing off investments from PAMM Manager and a pro rata share of PAMM-investor. PAMM Manager profit is calculated only if between the moment of transfer of PAMM-investor funds to PAMM-Manager and the moment of writing off investments from PAMM Manager received profit, calculated on the basis described in para. 6.13 of this Section.

**7.10. Updating its investment PAMM-Manager.**

Replenishment of the investment account of PAMM-Manager comes by passing standard replenishment accounts procedures in a secure part of the official website of the Company. Reloadable funds are credited to the trading account of PAMM Manager for some time after the receipt of the Company. As a result, replenishment of the trading account of PAMM-Manager increases its stake in the trading account, if the account has funds of PAMM-investor.

**7.11. Making an application for withdrawal of the PAMM-Manager.**

Making application for withdrawal of the PAMM-Manager is through a secure part of the official website of the Company. When making a withdrawal PAMM-Manager did not indicate the amount of removal, and the percentage of its available funds in the account, not involved in the transactions. Even when you make an application for the removal of 100% of available funds of the PAMM Manager account PAMM Manager will be charged, not all of its funds if the account has open transactions in the market, as for the removal of the PAMM-Manager is available only part of the funds free of obligations under the transaction.

**7.12. Implementation of the application for withdrawal of the PAMM-Manager.**

Funds are debited from the trading account of PAMM Manager for some time after the registration of the application. As a result of withdrawing funds from the trading account of PAMM-Manager reduce its stake in the trading account, if the account has funds of PAMM-investor.

**7.13. Calculation of the share and profits.**

**7.13.1.** Calculation of the share of profits and produced for the PAMM-account and taking into account the share of profit for each PAMM PAMM investor and Manager. The script starts the profit in the following cases:

- a) When enrolling investment of PAMM-investor to the trading account of PAMM Manager;
- b) When removing the investment of PAMM-Investor's account PAMM Manager;
- c) When removing or replenishing of the PAMM-accounts PAMM-Manager.

**7.13.2** The calculation takes into account the shares and profits:

- a) The emergence of new PAMM investors;
- b) Removal of existing PAMM investors their share from the PAMM-account;
- c) The immediate profit or loss account.

All calculations are carried out using the value of funds rather than the account balance. Specific formulas used in the calculation of shares of the Company are a trade secret, however, the calculation always takes place taking into account the actual gains or losses on trading account to guarantee the accuracy of all calculations under normal conditions (in the absence of technical failures on the Company's side).

**7.14. Provide access to statistical information PAMM system.**

Statistical information PAMM system includes:

- a) monitoring of accounts located in the office of the Customer, provided by the Company. monitoring mirror can be displayed on the official website of the Company or on the websites of the official partners of the Company;
- b) Information on the balance sheet and funds received during the last data reduction Data Trading Account PAMM Manager;
- c) Information about the history of investment and current investment trading account of PAMM Manager. Access to statistics provided by the Company in order to ensure the transparency of control over the state PAMM Manager but statistics technical implementation implies the presence of a time delay in updating statistics, not exceeding an adequate period of time.

## **8. Risk Warning.**

**8.1.** PAMM Manager and PAMM investor your full registration should accept the given warning of the risks, including the basic problem situations.

**8.2.** PAMM investor fully understands the complete possible loss of funds as a result of failed PAMM Manager transactions.

**8.3.** PAMM investor fully understands that available in the PAMM-system statistics, as described in Sec. 6.14. of this Agreement, the information may differ from the actual, in particular PAMM Manager can suffer a loss of a significant part of the deposit at the time when the statistics still displays outdated information. The delay in the display of data on the means and balance, as well as other information on the PAMM-Manager is a technical feature of the PAMM-system and under normal conditions.

**8.4.** PAMM investor understands the risks associated with situations when they ordered the return on investment at the time of display of outdated statistics, of which the following data are different from those that may occur at the time of return on investment and settlement owed PAMM-Investor's share from the PAMM-Managers.

**8.5.** PAMM investor and a PAMM Manager accepts the risks associated with delayed treatment PAMM system requests that under normal conditions would have to be handled automatically. In case of technical failures on the part of the company, cannot be guaranteed timely processing of such requests as enrollment or return on investment, as well as updated statistical information. PAMM-Investor and Manager PAMM recognize their responsibility for the risks associated with delayed processing of requests in the PAMM system, which were caused by technical failures on the Company's side and led to the loss of a hand.

## **9. Consideration of Claims and Disputes Company.**

**9.1.** PAMM investor and a PAMM Manager undertake to resolve all disputes arising with respect to the quality of the technical implementation of the PAMM-system by means of correspondence with the Company without the possibility of announcement of this information until the end of proceedings.

**9.2.** The company is committed to deal with all complaints and claims on, and only on the work of the PAMM-system (but not monetizing trade PAMM-Manager) within 30 calendar days from the date of their receipt.

**9.3.** All incoming complaints and claims are considered in view of the Agreement and the rules of common sense, if any aspect of the work did not accurately describe in this Agreement.

## **10. Manager's offer**

**10.1.** The offer (the established form of the offer of the Manager to potential Investors Invest in the Managed Account (PAMM) of the Manager on certain conditions, and Potential PAMM-agents - to attract investments into the Managed account (PAMM) of the Manager for Remuneration) is a form of the Governor's proposal to the acting and Potential customers of the Company to invest their own funds or attract other Managed account of the Manager under certain conditions.

**10.2.** Each Managed Account corresponds to only one Offer, which is valid for the whole Time of existence of the Managed Account and is not subject to change.

**10.3.** The offer consists of the following parameters:

- a) the minimum amount of investment;
- b) the remuneration of the Manager is calculated as a share of the Investor's Income;
- c) the duration of the Investment Period - rollover;
- d) PAMM-agent remuneration calculated as share of the Manager's Remuneration;

**10.4.** The fact that the Offeror accepts the Offer does not create a contractual relationship between the Investor and Manager and, as a result, does not lead to the conclusion of an agreement between them.