



# PAMM AGREEMENT

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Mega Fusion Group (Pty) Ltd  
Company Number 2024 / 073707 / 07, Financial Services Provider ('FSP') Number 54221  
Authorized and regulated by The Financial Sector Conduct Authority, South Africa (the 'FSCA')



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## Introduction

These Terms constitute a legally binding agreement between the Client and Mega Fusion Group (Pty) Ltd (hereinafter referred to as "the Company"). By instructing the Company to execute transactions or accepting the Company's services, the Client confirms having read, understood, and agreed to be bound by these Terms, whether acting in a personal capacity or as an agent representing a principal. Clients are advised to seek independent legal or financial advice prior to opening an account, placing orders, or engaging in transactions.

## 1. General Terms

1.1 This PAMM Agreement (the "Agreement"), together with the Client Agreement, constitutes the terms and conditions governing the PAMM Account Services provided by Mega Fusion Group (Pty) Ltd. The Company is a registered entity under the laws of South Africa, is authorized and regulated by The Financial Sector Conduct Authority, South Africa ("FSCA") under Financial Services Provider ("FSP") Number 54221 and Company Number 2024 / 073707 / 07. All Clients or prospective Clients seeking to become Investors or PAMM Managers are responsible for thoroughly reviewing and understanding these documents before using the services.

1.2 The Company's PAMM Services do not constitute asset management, portfolio management, or investment advisory services for Investors. The PAMM service enables Investors to follow the trading strategies of selected PAMM Managers, who utilize their own capital alongside Investors' funds in designated PAMM Accounts. Investors may select PAMM Managers based on their offered terms (e.g., performance fees) and voluntarily assume all associated risks when trading. The decision to accept or reject any offer rests solely with the Investor, and the Company provides no investment advice, recommendations, or solicitations.

1.3 The decision to accept specific trading conditions rests solely with the Investor, and the Company shall neither influence nor interfere with such decision-making process. Furthermore, the Company serves exclusively as a platform for PAMM services, facilitating interactions between Investors and PAMM Managers. The Company assumes no responsibility whatsoever for any losses, profits, or trading outcomes resulting from PAMM services. Additionally, the Company neither participates in nor interferes with Investors' actions or decisions regarding their selection of PAMM Managers.



1.4 The Company is under no obligation to disclose any personal information of PAMM Managers. Each registered PAMM account constitutes a personal account of the Company's client, and the identity and details of account holders are treated as confidential information that will not be disclosed to third parties. Consequently, any claims or requests from Investors regarding the legal or professional qualifications of PAMM Managers shall be deemed inadmissible and summarily dismissed.

1.5 The Company does not endorse, recommend, or provide any guarantees regarding any PAMM Manager or trading strategy. Investors must independently evaluate and assume all risks associated with their selection of PAMM Managers or trading strategies. The Company's sole responsibility is to provide accurate and transparent statistical performance data to assist Investors in making informed decisions.

1.6 By accepting PAMM trading conditions (PAMM Offer), Investors acknowledge and accept the inherent risks of participating in over-the-counter (OTC) markets. The Company makes no warranties, representations, or guarantees concerning the historical returns of PAMM Managers.

1.7 The Company reserves the absolute right to unilaterally terminate PAMM services to any PAMM Manager without prior notice or obligation to provide explanation. Neither Investors nor PAMM Managers may file claims against the Company on these grounds, nor may they use such circumstances to damage the reputation of the Company, its affiliated entities, or owners through any media channels.

## 2. Definitions

### Investor

A client who allocates funds to one or more PAMM accounts for investment purposes.

### PAMM Manager

A fund manager responsible for managing and executing trades within PAMM accounts.

### PAMM Manager Trading Conditions

Terms set by the PAMM Manager, including minimum participation requirements, management fees, performance fees, withdrawal conditions, and other commercial terms.



### PAMM Manager Capital

The PAMM Manager's own funds deposited into the account, combined with the total funds deposited by Investors, which are collectively used as trading capital.

### Minimum Initial Investment

The minimum deposit amount required to participate in a PAMM Manager's trading conditions.

### PAMM Account

A trading account managed by a PAMM Manager according to specified trading conditions, which aggregates funds from all Investors who have accepted the PAMM Manager's terms.

### Rollover

A periodically executed event at intervals specified in these Terms and Conditions. Rollover functions include: collecting and updating PAMM account statistics, calculating and paying PAMM Manager compensation, and processing deposit and withdrawal requests.

### Trading Alias

The identification name publicly displayed by the PAMM Manager on the platform, through which Investors may select and follow strategies.

### Trading Cycle

A specific period during which a PAMM account operates, typically determining the interval for performance fee calculations. During this period, early withdrawals by Investors may incur premature withdrawal fees, while management and performance fees are payable at cycle end.

### Capital Value

Initial capital, realized profits/losses, floating profits/losses, and other capital variations related to Investor funds.



### 3. PAMM Account

3.1 A PAMM Account (Percent Allocation Management Module) is an investment vehicle specifically designed for Investors to delegate funds to professional PAMM Managers for management and trading. Investors entrust their funds to PAMM Managers, who combine these funds with their own capital to execute trades in forex or other financial markets according to predetermined trading strategies.

PAMM Managers are responsible for all trading operations and distribute profits/losses proportionally based on each Investor's capital contribution. Investor returns are directly proportional to their invested amounts. This model allows Investors to rely on professional PAMM Managers for market decisions and capital deployment, thereby achieving capital appreciation without direct market participation.

3.2 PAMM Managers are authorized to:

- (a) Execute trades exclusively on financial instruments provided by the Company and only through designated master trading accounts. Any profits/losses generated from such trading activities shall be allocated to Investor PAMM Accounts proportionally based on respective investment amounts;
- (b) Perform non-trading operations in the "PAMM Management" section of the client portal, including but not limited to confirming deposit and withdrawal requests;
- (c) Establish PAMM schemes and determine applicable fees, subject to Company review and approval;
- (d) Specify the type of PAMM master trading account to be used;
- (e) Withdraw funds and fees only from accounts designated for fee collection.

3.3 PAMM Managers are strictly prohibited from depositing into or withdrawing funds from any other Investor accounts.

3.4 All PAMM account-related calculations - including deposits, withdrawals, fee computations, fund allocations/deductions, and balance adjustments - must be automatically executed and managed through the Company's proprietary PAMM software.



## 4. PAMM Manager Trading Conditions

The PAMM Program constitutes a formal proposal that enables the Company's clients to participate in trading activities utilizing the strategies implemented by PAMM Managers. Each PAMM Program establishes predefined parameters utilized by the PAMM software to calculate the manager's remuneration and governs the establishment and operational protocols of PAMM accounts. Clients retain absolute discretion to accept or reject any PAMM Program at their sole election, with such decision being entirely voluntary in nature. Acceptance of a PAMM Program shall not be construed as creating any contractual relationship, substantive mutual obligations, or other legally binding commitments between the Company, the PAMM Manager, and participating investors.

Notice: PAMM Managers are expressly prohibited from restricting or interfering with investor deposit or withdrawal activities. All fund transfer requests submitted by investors shall be processed in strict compliance with the Company's established policies and procedures, with confirmation typically provided within the same business day or the subsequent business day. Notwithstanding the foregoing, to ensure optimal execution of trading strategies, PAMM Managers reserve the exclusive right to determine trade entry and exit timing, which may consequently affect the availability of investor funds within the account. By way of illustration, under certain market conditions, when processing investor deposit or withdrawal requests, the PAMM Manager may exercise discretion to adjust capital allocation in accordance with prevailing trading strategy requirements.

## 5. PAMM Manager Registration

5.1 To register as a PAMM Manager, the Client must submit a PAMM Manager Application via the Client Portal. Submission of the application constitutes the Client's unconditional acceptance of the terms outlined in the PAMM Agreement.

5.2 Upon successful registration, the PAMM Manager will receive a confirmation email containing necessary login credentials to access the PAMM management platform.





## 6. Investor Account Registration

6.1 Registration as a PAMM Investor is administered by the Company. By subscribing to a PAMM Manager's offer and accepting its terms, the Client expressly acknowledges, represents, and warrants that:

- (a) They have read, understood, and agreed to these Terms and all other legal documents of the Company;
- (b) They possess full legal capacity, authority, and competence to fulfill obligations under these Terms and understand the legal implications of their actions;
- (c) The management of Investor funds through the PAMM Account does not infringe upon the rights of the Investor or any third party;
- (d) They assume full responsibility for ensuring compliance with these Terms;
- (e) They expressly agree to daily monitor their PAMM Investor Account through the online PAMM web panel or automated daily account statements delivered via email. The Client acknowledges and assumes full responsibility for the performance of their PAMM Investor Account and retains the right to withdraw available funds (equity) at any time. The Company disclaims all liability for claims, complaints, or indemnification requests related to the performance of the PAMM Investor Account. If the Client cannot access the Client Portal and/or PAMM web panel or fails to receive email notifications, they must immediately notify the Company, which will take reasonable steps to resolve the issue.

6.2 A Client becomes a PAMM Investor upon accepting a PAMM Manager's trading conditions and completing the subscription process.

## 7. Participation in PAMM Investor Accounts

Profits and losses generated in the PAMM Manager's Account are proportionally allocated to each PAMM Investor Account based on the Investor's share of the total investment capital. In the event of a partial closure of positions, the PAMM Manager may prioritize closing positions attributable to their own capital (or allocate closures proportionally to their capital share), with the remaining positions distributed among Investors based on their respective capital contributions.





## 8. Rollover

8.1 The rollover is an automated process executed hourly by the PAMM system. Processing time may vary, typically taking between several seconds to minutes, depending on server load. During periods of high market volatility (e.g., due to economic data releases, major news events) or other exceptional circumstances, the Company reserves the right to modify settlement processing times without prior notice to investors.

8.2 Rollover procedures are normally conducted during active trading hours (Monday to Friday). However, under special circumstances or when necessary, rollovers may also be executed on weekends, subject to market conditions and Company policies.

8.3 Each rollover cycle includes the following steps:

- (a) Temporarily freeze and virtually close all open positions;
- (b) Calculate profit/loss based on virtual closing prices and allocate realized P&L from trades closed since last rollover;
- (c) Process pending deposit requests;
- (d) Process pending withdrawal requests;
- (e) Recalculate each investor's proportional share in the PAMM account;
- (f) Reopen positions temporarily closed in step (a) at original price levels;
- (g) Process management and performance fees (if applicable) at trading cycle end.

8.4 Position valuation, realized P&L calculation, and overnight financing costs shall be calculated for each managed account according to the investor participation ratio formula.

8.5 If an investor submits a withdrawal request while holding open positions, and such withdrawal causes insufficient margin, the system may automatically adjust position sizes. PAMM Managers are responsible for monitoring all pending withdrawal requests and adjusting trade volumes as needed to prevent automatic forced liquidation due to margin deficiency.



## 9. Calculations and Fund Transfers

PAMM account financial status shall be calculated based on:

- (a) Each open position's P&L proportionally affecting total available funds;
- (b) PAMM Manager compensation payments reducing available funds;
- (c) Deposits increasing available funds;
- (d) Withdrawals decreasing available funds.

## 10. Investments and Deposits

10.1 To invest personal funds into a PAMM account, PAMM Managers must establish a PAMM Investor account and deposit no less than the minimum required amount, which will be allocated to the PAMM Manager's capital account (automatically created upon successful registration).

10.2 Investors may deposit funds via the PAMM panel using provided login credentials. Investors retain full discretion to allocate funds across one or multiple PAMM Manager accounts by subscribing to corresponding PAMM schemes.

10.3 PAMM Manager accounts become fully operational only after receiving deposits meeting or exceeding the applicable minimum requirement.

10.4 Deposits to PAMM Manager accounts are typically processed during the next settlement cycle. All open positions will automatically reflect in investor accounts at settlement market prices. New subscribers' profit/loss participation begins according to the PAMM Manager's allocation rules (usually starting from the first settlement after initial deposit). Pre-deposit trading results follow pre-established allocation rules.

## 11. Withdrawals

11.1 A PAMM Manager may request a withdrawal of their own funds from the PAMM account, provided that such withdrawal does not reduce the trading account balance below the minimum required deposit amount needed to commence trading and does not result in an unfair allocation of losses to PAMM Investors.

11.2 PAMM Investors may submit withdrawal requests at any time through the PAMM Investor web panel.

11.3 Withdrawal requests submitted by Investors will be processed during the next rollover period and must be confirmed by the PAMM Manager.



11.4 Where applicable, an early withdrawal fee will be charged in accordance with the terms specified in the PAMM Program subscribed to by the PAMM Investor.

11.5 Investors may cancel any pending withdrawal request at any time before the rollover execution.

11.6 Investors may only withdraw funds equal to or less than the total equity in their PAMM Investor account.

## 12. PAMM Manager Obligations

12.1 The PAMM Manager acknowledges the inherent risks in trading and commits to managing the PAMM account with the objective of capital growth. If the Company determines that the PAMM Manager is incurring losses detrimental to the Company or not acting in the best interests of PAMM Investors, the Company reserves the right to:

- (a) Notify PAMM Investors of such conduct;
- (b) Suspend the PAMM Manager's trading activities;
- (c) Close the PAMM account and restrict the PAMM Manager's operations;
- (d) Delay payment of any fees to the PAMM Manager;
- (e) Utilize withheld fees to compensate PAMM Investors for losses and/or offset damages caused to the Company by the PAMM Manager or their referred clients.

12.2 The PAMM Manager represents and warrants that:

- (a) He/she complies with all applicable laws and regulations governing futures, contracts for difference (CFDs), margin forex trading and other derivatives, as well as tax and civil laws in their jurisdiction. The PAMM Manager further confirms they possess all necessary authorizations, approvals, licenses, registrations and consents to legally perform their obligations under this Agreement. The Company assumes no responsibility for verifying the PAMM Manager's compliance status and accepts these representations in good faith. The PAMM Manager must comply with all relevant rules and regulations and promptly notify the Company of any material changes in their regulatory status;
- (b) All personal data provided to the Company is accurate and valid;
- (c) He/she has read, understood and agreed to all documents governing trading and non-trading operations, including these Terms;



- (d) He/she fully understands the risks of trading in financial markets;
- (e) He/she shall act in good faith and in the best interests of PAMM Investors;
- (f) He/she shall not engage in "excessive trading" (overtrading to generate performance fees through spread markups or per-trade commissions);
- (g) He/she shall take all reasonable steps to ensure potential clients fully understand the nature of services provided and any related obligations or responsibilities. The PAMM Manager shall provide information in a clear and understandable manner to help potential clients make informed decisions regarding the Company's services;
- (h) He/she shall promptly notify the Company of any material circumstances that may affect the Company's decision to continue maintaining and operating the PAMM Investor account.

12.3 The PAMM Manager agrees to independently handle any claims or complaints from investors or regulatory authorities. Under no circumstances shall the Company, its owners, directors, representatives or employees be liable for involvement in such legal matters.

12.4 The PAMM Manager shall continuously monitor and manage all PAMM accounts under their control.

12.5 The PAMM Manager is responsible for safeguarding the login credentials of the PAMM account. The Company shall not be liable for any unauthorized access or trading activities.

12.6 The PAMM Manager acknowledges and agrees that they shall not:

- (a) Represent themselves as an affiliate, agent or representative of the Company in any contract, agreement or communication, whether oral or written, public or private;
- (b) Make public statements, financial forecasts or commitments about the Company through any media including but not limited to forums, journal articles, books, briefings, television, radio or internet;
- (c) Provide misleading or false representations regarding the PAMM accounts they manage;
- (d) Request reimbursement from the Company for any expenses related to their activities. The Company is not responsible for providing office space, IT infrastructure, secretarial support, accounting or record-keeping services to PAMM Managers.



12.7 If the Company faces claims due to the PAMM Manager's actions, the PAMM Manager shall bear full financial responsibility for all resulting liabilities. This includes the obligation to use funds from all trading accounts on the platform to settle any claims. Any withdrawal requests by the PAMM Manager will be suspended until the dispute is fully resolved.

12.8 The PAMM Manager agrees and acknowledges that this Agreement constitutes a legally valid and binding obligation, enforceable in accordance with its terms.

### 13. PAMM Investor Obligations

13.1 The PAMM Investor represents and warrants that:

- (a) He/she complies with all applicable laws and regulations concerning futures, contracts for difference (CFDs), margin forex trading and other derivatives, as well as tax and civil laws in their jurisdiction;
- (b) All personal data submitted to the Company prior to registering a PAMM Investor account is accurate, valid and up to date;
- (c) He/she has thoroughly read, understood and agreed to all documents governing trading and non-trading operations, including these Terms;
- (d) He/she fully understands the risks associated with trading in financial markets;
- (e) He/she expressly acknowledges and accepts the inherent conflict of interest in paying any performance fees to PAMM Managers.

13.2 The PAMM Investor agrees and undertakes to pay all fees specified in the applicable PAMM offering scheme.

13.3 The PAMM Investor acknowledges that any claims or complaints from third parties arising from their trading activities shall be resolved by the PAMM Investor at their own expense, with no liability or obligation on the part of the Company.

13.4 The PAMM Investor agrees to maintain strict confidentiality of their PAMM Investor account login credentials. The Company shall not be liable for any unauthorized access or trading activities. Any claims of unauthorized access under these circumstances will be rejected.

13.5 The PAMM Investor assumes full responsibility for all instructions and all transactions executed pursuant to subscribing to a PAMM offering scheme. The PAMM Investor further agrees to indemnify and hold harmless the Company from any losses, damages, costs or expenses incurred as a result of acting upon such instructions.



This indemnification applies:

- (a) Regardless of the circumstances causing the loss, damage or expense;
- (b) Irrespective of whether the Company had knowledge of, or took action or failed to act regarding, the activities of other client or entity (including PAMM Manager) accounts;
- (c) To any losses, damages or costs incurred by the Company due to withdrawing erroneous instructions submitted by PAMM Managers, where such withdrawal is deemed necessary to protect the Company, its clients or market integrity.

13.6 The PAMM Investor acknowledges and accepts that electronic or online communications may fail to reach their intended destination or may be delayed due to factors beyond their control. The PAMM Investor further acknowledges and accepts the risk of lost instructions from PAMM Managers, whether due to malfunction or interruption of electronic or online trading systems.

13.7 The PAMM Investor acknowledges and accepts that when providing electronic or online trading systems to PAMM Managers, the Company has the right (but not the obligation) to implement limits, controls or other restrictions on PAMM Managers' trading activities. The PAMM Investor further accepts that:

- (a) If the Company chooses not to implement any such limits or controls, or if such measures fail to take effect for any reason, the Company bears no responsibility for monitoring or supervising PAMM Managers' trading activities;
- (b) In such cases, the PAMM Investor assumes full responsibility for the PAMM Manager's actions and any consequences arising therefrom.

13.8 Trading Responsibilities Prior to Agreement Termination. The PAMM Investor acknowledges that during the effective period of this Agreement, they remain fully responsible for all instructions given to the Company and/or PAMM Managers. Additionally, the PAMM Investor shall be responsible for any losses resulting from trades that remain open during this period and agrees to indemnify and hold the Company harmless from any liability for such losses.

13.9 The PAMM Investor agrees and acknowledges that this Agreement constitutes a legally valid and binding obligation, enforceable in accordance with its terms.





## 14. PAMM Account Liquidation

14.1 Upon liquidation of a PAMM account, all open positions shall be automatically closed at current market prices, and all pending orders shall be cancelled.

14.2 Following the liquidation of a PAMM account, any remaining funds shall be automatically distributed to participants in proportion to their respective equity interests. Subsequently, the PAMM account shall be removed from the PAMM rankings.

## 15. Indemnification

15.1 PAMM Managers and PAMM Investors (collectively referred to as the "Indemnifying Parties") agree to indemnify, defend, and hold harmless the Company, its directors, officers, agents, and employees (collectively referred to as the "Indemnified Parties") from and against any and all liabilities, claims, losses, costs, damages, expenses, penalties, or demands of any kind (collectively referred to as "Losses"), including but not limited to any regulatory actions or lawsuits brought against the Company due to acts or omissions of PAMM Managers and/or PAMM Investors. This indemnification shall apply to any Losses suffered or incurred by the Indemnified Parties, whether arising from or related to this Agreement, including but not limited to any acts, negligence, or misconduct by PAMM Managers, PAMM Investors, their employees, representatives, or agents in the performance, purported performance, or failure to perform their respective duties and obligations.

15.2 The indemnification provided in Clause 15.1 shall not be construed to exclude or limit any contractual liability that PAMM Managers or PAMM Investors may bear under this Agreement. This indemnification is provided without prejudice to any other rights, remedies, or recourse available to the Company under this Agreement, at law, or in equity.

## 16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa, including but not limited to the "Financial Markets Act 2012" and its amendments from time to time. Both parties irrevocably agree that the courts of South Africa shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.