

PrimeX Social Trading Program: Provider Agreement



1. INTRODUCTION

- 1.1. PrimeX Capital is the brand name of PrimeX Capital LTD. a registered and regulated by the Financial Services Commission of the Republic of Mauritius with registration number 203687 GBC, and investment dealer license number GB23202141.
- 1.2. this PrimeX Capital Social trading provider agreement ("agreement") explains the rules we ("PrimeX Capital") follow when you ("provider") become a provider under our PrimeX capital social trading service.
- 1.3. PrimeX Capital social trading program service is developed by PrimeX Capital and allows our clients to follow your strategy by copying your trades into your provider account, for a performance fee.
- 1.4. Apart from this agreement, there are rules around your function as a provider and trading via PrimeX Capital in other operative agreements. You should read each of them carefully before you start trading with us.
- 1.5. You can find definitions for any capitalized terms used in this agreement in the client agreement.

2. ACCEPTANCE

- 2.1. You will receive a notice confirming that you have been accepted as a provider after you pass 30 days test period and accepted this Agreement provided you are an approved and registered client of PrimeX Capital.
- 2.2. We will set up your account to enable you to form and share your specific trading strategies and for the purpose of this Agreement when you are accepted ("Provider Account") and provide you with a password and unique I.D.

3. YOUR RESPONSIBILITIES

- 3.1. You agree with:
 - a) From specific trading strategies which include a series and/or sequence and/or set of Transactions carried out in your Provider Account.
 - b) Authorize PrimeX Capital to use your strategies and publicize or communicate your strategies to our clients and followers.
 - c) Exclusively assign the proprietary use of your strategies upon creation to PrimeX Capital for its use if your strategies are protected under any Applicable Regulations.
 - d) Authorize PrimeX Capital to provide its clients and Foreign Followers with access to your provider's account and an option to follow or copy your strategies.
 - e) "Follower" means a person with access to invest in your strategies but is not a Provider in PrimeX Capital.
- 3.2. You further understand and agree with that:
 - a) The clients will always remain clients of PrimeX Capital.
 - b) We may engage other Providers for the provision of similar strategies.
 - c) You will exercise proper skill and care, professional and technical expertise, diligence, morality and impartiality in offering your strategies, considering the complexity of the foreign exchange markets.
 - d) Your strategies will not be offered on a professional basis.
 - e) You are well informed and updated on the foreign exchange markets.
 - f) You will be liable for any of your losses incurred in your provider Account.



- g) You will abide to the terms of this Agreement (including Appendix 1) as amended from time to time. These amendments will be published on our website.
- h) The total number of subscribers for each provider is 1000 followers.

4. FEES

- 4.1. We will compensate you in the form of a Performance fee provided in Appendix 2 herein for the provision of your strategies.
- 4.2. Platform Fee: This fee is calculated as 20% of the provider's performance fee and will be charged by PrimeX.
- 4.3. All fees and Performance fee will be subject to taxes as per the Applicable Regulations. You will inform PrimeX Capital if any taxes apply to you.

5. ACCOUNT CLOSURE AND TERMINATION

- 5.1. We may initiate closure of your provider Account with a Written Notice if:
 - a) There is suspicion of fraud in your Provider Account.
 - b) You have failed to respond to our queries.
 - c) Your total loss in the provider's account reaches 50%.
 - d) You published fake bad news about PrimeX Capital on social media sites.
 - e) You receive three warnings regarding risk management via email from the PrimeX team.
 - f) Provider account inactive for one month.
 - g) The Social trading program failed to contact you for one month.

6. CONFIDENTIALITY

- 6.1. You agree that:
 - We may collect information from you or other persons (including, credit reference or fraud prevention agencies) to enable us process or verify your information in relation with this Agreement.
 - b) You will treat all client information (any information we receive or is obtained from our clients) given to you under this Agreement as confidential information as provided under the Client Agreement.
 - c) You should not disclose or use the client's information for any other purpose other than as provided in this agreement.
 - d) Where you have elected to act as a provider, you will keep all your strategies confidential and inform PrimeX Capital of any actual suspected or threatened unauthorized disclosure or use.
 - e) Your strategies and any details thereof will not be personal data.
 - f) Any breach of any of the confidential obligations under this para 6 will constitute an Event of Default.
 - g) All information, passwords, documents, notes, memoranda, records, tapes, discs, emails, faxes, recorded conversations, writings and designs of PrimeX Capital or its clients made or received by you will remain the property of PrimeX Capital and you will hand over the same to PrimeX Capital on demand or upon termination of this Agreement.



7. FREEZE YOUR PROVIDER ACCOUNT

- 7.1. We may initiate freeze of your provider Account with a Written Notice if:
 - a) Reach daily drawdown 10%, we will freeze your provider account for 1 day and we close all position.
 - b) You violated risk management for the first time, we will freeze your provider account for one day and we will close all positions.
 - c) You violate risk management for the second time, we will freeze your provider account for weekday, and we close all positions.

1. WITHDREW POLICY

- 8.1. If you decide to withdraw from copy program, you need to follow these points:
 - a) You should send written notification by email before 30 days to support@primexcapital.com
 - b) Not allowed for you to publish you withdrew from copy program on social sites before you get approval from us.
 - c) You cannot withdrawal your money after you get approval for your withdrawal from the copy program team.
 - d) If you violate the withdrew policy, we will freeze your money for 6 months.

9. COMMUNICATION

- 9.1. Our address for communications via email will be sent to support@primexcapital.com
- 9.2. We may freeze your Provider Account for failure to provide any documents or information required under this Agreement and will charge you a handling fee of \$100 per month or the balance of the account, whichever is lower, until you provide this documents or information.
- 9.3. The provider should provide us with valid phone numbers for emergency cases.



Appendix 1: Functionalities of the Provider Account

PROVIDER ACCOUNT CREATION

- a) While creating a new provider account, you may transfer funds from your trading account (internal transfer) or PrimeX wallet to payment account and then to provider account. These funds will be used for trading purposes as the initial equity.
- b) Your name should not contain any obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic insults.
- c) You can create as many investment strategies as you like, provided they can reasonably be characterized by a different trading style/risk.
- d) We can set a limit on your Provider accounts and notify you once your limit is reached. During this period, you may not be able to accept new follower accounts unless we notify you and you will be excluded from the top-ranking Strategy Accounts provided on our website.

PRIMEX WEBSITE / PUBLICITY

- a) After your new Provider Account is created, it will have its own web page, with account performance, statistics and personal data available in direct link.
- b) The link to this web page will be available in the list of your accounts.
- c) You can edit your personal data.
- d) We may not show link to the web page in the list of your accounts if: it contravenes the Agreement or, certain conditions are not met (poor performance, account inactivity, suspicions of fraud).

WRONGFUL ABUSE OF PRIMEX COPY PROGRAM

- a) If we suspect your attempt to manipulate the ranking parameters, exploit the system's weaknesses or not act in the best interest of your followers, we can: hide you from the leaderboard Rankings on our Website, pause and/or terminate your provider Account and/or disconnect the Follower Accounts from your provider Account.
- b)) If you generate high returns with less than the minimum deposit required for an account type, we can set your provider Account to private.

PAYOUT INTERVAL

- a) The monthly interval starts on the day 00:00 when the initial deposit is made to the investment account and concludes after end of a day period or at the time of the withdrawal by the follower's or Foreign Follower's or at the time of closing of a profitable investment account.
- b) When the payout interval is reached, we will automatically pay you the Performance fee if the followers account is profitable compared to the previous interval.
- c) The end of a Payout Interval designates the beginning of the following Payout Interval.



INACTIVITY OF YOUR ACCOUNT

If you are inactive for ninety (90) days, all the investment accounts following your Strategy Account will be disconnected after we send you a five (5) calendar days prior notice to that effect.

LEVERAGE AND EQUITY REQUIREMENTS

To act in the best interests of the followers and keep your interests aligned, you will:

- keep in your provider Account the minimum equity amount as shown on our Website for Followers to be eligible to follow you. If you want to withdraw funds from your provider Account, you must set aside a minimum equity in your provider account.
- b) own only one active investment account that follows your own strategy and can invest no more than the minimum allowed amount.
- c) As the amount of funds from followers increases, you must also increase your own funds and decrease your leverage in your Strategy Account. Your minimum funds and maximum leverage requirements will be shown on our website. We can adjust these levels when we deem it necessary and notify you in advance.
- d) If the followers have reached the maximum number of followers' funds, you will move on the next level and increase your own funds to adjust the leverage on your Strategy Account. If you fail to do so, you will not be able to get additional funds from followers.
- e) If you want to make a withdrawal, you must keep at least the minimum required amount of your funds for your current level as shown on our website.



Appendix 2: Performance Fee

- a) The performance fee represents a percentage of the profits that will be rewarded to you for the follower's positive performance in the follower's accounts following your provider Account. This is paid on the same day from the day of initial deposit and in case of withdrawal or closing of the provider, the higher water mark rule applies.
- b) At the end of each Payout Interval and/or at the time of withdrawal and/or closing of a profitable investment or foreign investment account, you will automatically be paid your Profit Share based on the % of the generated profit for the trading interval (subject to a higher watermark).
- c) At the date when Performance fee is paid, the latest watermark is set.
- d)) The % of Performance fee is set by you when you create a Provider account. You can edit your provider account, and the new fee will only apply to new investment accounts (the old investments account will continue to have the initial % Profit Share).
- e)) In case of partial withdrawal, you will receive a Performance fee that is proportionate to the amount of withdrawal, whichever is earlier.
- f) If the payable Performance fee is < 1 cent USD or < 1 cent EUR, you will receive 1 cent USD and 1 cent EUR, respectively.
- g) The % of Performance fee will be set out in a written format in your personal area on your provider Account.
- h) The highest performance fee a provider can set is 35%.