

# **PrimeX Social Trading Program: Follower Agreement**

## 1. INTRODUCTION

1.1. This PrimeX Social Trading Program: Follower Agreement explains the rules we PRIMEX CAPITAL LTD follow when you become a follower under our PrimeX Capital Social Trading Program.

1.2. Apart from this Agreement, there are rules around your investing or trading on PrimeX Capital in other operative agreements. You should read each of them carefully before you start trading with us.

## 2. ACCEPTANCE

You will receive a notice to confirm that you have been accepted as a follower after you have made an online request, properly completed the application form, submitted all required documents and accepted this Agreement and the Operative Agreements on the Website.

## 3. SERVICES

3.1. You will participate in PrimeX Social Trading Program and have access to or follow a series, sequence and/or set of transactions carried out by the provider through the provider account.

3.2. The Provider has entered into a separate agreement with PrimeX Capital to provide specific trading orders and will provide his/her provider account on the Website for your investment.

3.3. When you become a follower, you agree to:

- a) appoint the provider as your true and lawful attorney and agent, with full power and authority to act as a manager of your follower account.
- b) instruct PrimeX Capital to take all such necessary actions to follow the Investment Strategy.

3.4. The Provider will be followed at a pro-rata basis, comparing the funds in the provider account with the funds in the personal account opened under your name when you joined a Social Trading Program (your "follower Account").

3.5. When you follow a Master provider, you allow PrimeX Capital:

- a) to invest in or deal with your follower Account as the provider in its own discretion and as PrimeX Capital deems appropriate for you.
- c) To purchase, acquire, sell, dispose of, maintain, exchange or trade our Instruments in any manner.

- d) To enter contracts for differences and place quotes and orders for transmission or execution with another investment firm or bank.
- e) to execute Transactions on an alternative venue.
- f) to enter Transactions in any markets and act in any other way which the provider deems appropriate in relation to the follower account.
- g) to issue Orders and Instructions with respect to the disposition of the Instruments, forming part of the Investment Strategy.

#### **4. PRIMEX SOCIAL TRADING PROGRAM:**

4.1. "PrimeX Social Trading Program" service is developed by PrimeX Capital and allows you to follow a Master provider account by copying the trades in a specially designated account, for a Performance fee.

4.2. The Performance fee represents a percentage of the profits that will be rewarded to the provider on account of his positive performance and will pay within the same day, in case the follower account is withdrawn or closed, the High-Water Mark rule will apply.

**"High Water Mark"** means the highest peak in equity value that the follower Account has reached.

4.3. You can join any Master provider account available on PrimeX social trading program. We will provide you with the provider account, relevant information, applicable costs and fees, Performance fee and the history of performance of each Provider account as amended from time to time on our website.

4.4. You understand that each Master Provider has its own fees and charges, asset valuation and procedures.

4.5. We will settle your Follower Account in a payout interval:

- a) To begin on the date your account is activated (first minimum deposit).
- b) Equal to one calendar month.
- c) To end at the beginning of the following payout interval.

When the payout interval is reached, we will pay the Performance fee to the provider account automatically if your account is profitable compared to your previous interval and if it exceeds the High-Water Mark.

## **5. SUITABILITY**

You undertake to provide any necessary information we may request to assess your knowledge and experience of the underlying risks in the Transactions or management of your follower Account or your financial situation and investment objectives.

## **6. REPORTS**

6.1. We will provide you with monthly statements (the “Reports”) on your trade, deposits and withdrawal transactions executed in your follower Account and Profit Share payments.

6.2. You will receive the Reports and/or report any inconsistencies within the Report.

6.3. Confirmations will, in the absence of manifest error, be deemed conclusive unless you notify PrimeX Capital in writing to the contrary within ten (10) Business Days following the day of receipt of the said confirmation with error.

6.4. You agree not to receive a quarterly or annual Report as the information on you follower Account will be included in your monthly Reports.

## **7. PERFORMANCE FEE AND EXPENSES**

7.1. You agree to:

- a) Pay the provider a remuneration equivalent to the Performance fee for each provider account you join.
- b) Pay the provider any performance fee, or expense or deduction from your follower Account and/or PrimeX wallet, in the event of a partial or full withdrawal.
- c) Pover the provider’s value added tax or any other tax, contribution or charge duty attributable to any Transaction, any act or action of PrimeX Capital under this Agreement.
- d) allow PrimeX Capital to withhold any taxes as per any Applicable Regulations and understand that you will be responsible for your taxes under this Agreement.

7.2. We may pay or receive monetary and non- monetary benefits to or from the provider and/or other third parties in relation to PrimeX social trading program as per the Applicable Regulations. Upon your request, we will share any information on such benefits where applicable.

## **8. DEPOSITS AND WITHDRAWALS**

8.1. You may deposit into or withdraw from your follower Account at any time by submitting a request in your PrimeX account.

8.2. You will be required to make a minimum deposit as indicate on our website into your follower Account.

8.3. You cannot cancel a request to deposit and/or withdraw funds before execution.

## **9. AGGREGATION**

9.1. Aggregation means that PrimeX Capital may combine your Orders with those of our other clients for execution as a single Order. We will aggregate Orders, if we reasonably believe that this is in the best interests of our clients.

9.2. We cannot guarantee that aggregation will result in a more favorable execution price compared to standalone execution and will not bear any related responsibility.

9.3. You agree that:

- a) Where more than one Client joins a provider, the Orders will be executed as an aggregate of the volumes of all follower Accounts and the provider account, in one separate order.
- b) The price of execution for all follower accounts following the specific provider account will be defined based on the average price of all prices executed for the specific order.
- c) Where a client joins, deposits to, pauses, resumes, and/or withdraws from his follower Account, clause 11.2 (a) will not apply and orders will not be executed as an aggregate.

## **10. VALUATION OF CLIENT'S FOLLOWER ACCOUNT**

Your follower Account will be valued as follows:

10.1. Instruments which are listed on any stock exchange will be calculated based on their closing offer price on the relevant date as published; by the relevant stock exchange authorities or as directed by PrimeX Capital.

if the offer prices of the relevant Instrument cannot be determined in this way for any reason, they will be calculated in accordance with the closing offer price of the relevant Instrument as published; by the relevant stock exchange authorities or as directed by PrimeX Capital on the last date on which such publication has been made immediately prior to the relevant date of valuation.

10.2. Instruments, which in PrimeX's opinion, cannot easily be realized, will be calculated based on fair valuation as determined by PrimeX Capital, and the following investments will be added to the final value for the relevant Annual or Monthly Period.

- a) gross dividends, distributions of cash, bonus shares or other bonus securities, rights issue, warrants and interest received from or in relation to investments of the portfolio.
- a) (ii) any withdrawal of cash or investments from the portfolio.
- b) (iii) any withdrawal of cash or investments from the portfolio.

"Monthly or Annual Period" means every continuous monthly or annual period commencing, in the case of the first monthly or annual period, on the date of commencement of this Agreement and ending one calendar month or year thereafter and in the case of every subsequent monthly or annual period, commencing on the first day which next follows the last day of the immediately preceding Monthly or Annual Period and ending one calendar month or year thereafter.

10.3. Any monetary profits made from entering into contract of differences Instruments will be included in the valuation of the portfolio after deducting the applicable Performance fee and Transaction Expenses.

"Transaction Expenses" means the costs associated with the Transactions and services undertaken by PrimeX Capital on your behalf (i.e., conclusion, execution and settlement of Transactions, currency conversion e.g., expenses of other brokers, custodians, any stock exchange and/or banks) as well as any expenses incurred by PrimeX Capital in connection with this Agreement and/or protection of your rights to your Instruments.

10.4. The value of the follower account may change based on the movement of the underlying instruments, further deposits and withdrawals.

10.5. The final value of the follower account for the relevant payout interval will be determined after deduction of all outstanding performance fees, fees and expenses, including third-party ones.

10.6. The final value of the follower account for the payout period will be compared with a benchmark that PrimeX will select to track your instruments and reflect your investment objectives.

## **11. ACCOUNT CLOSURE AND TERMINATION**

11.1. You may initiate closure of your follower Account by sending request by email to [support@primexcapital.com](mailto:support@primexcapital.com). In this case, all your open positions on your follower account must be closed at the time the request is made.

11.2. We may initiate closure of your Follower account taking into consideration your pre-agreed investment policy statement and the current conditions of the markets.

## **12. MISCELLENIOUS**

12.1. To contact us, please email us at: [support@primexcapital.com](mailto:support@primexcapital.com)

12.2. We may freeze your Follower Account for failure to provide any documents or information required under this Agreement and will charge you a handling fee of \$5 per month or the balance of the account, whichever is lower, until you provide this documents or information.

12.3 We may archive your Follower account if there is no activity for 30 days.

## **13. Risk Disclosure**

13.1 Trading or investing in the forex market and contracts for difference includes very high risks to the follower's capital, so you must be aware of these risks.

13.2 PrimeX Capital is not responsible for the loss of the follower's capital. PrimeX Capital works as a broker to transfer followers' orders to global markets, so PrimeX Capital does not share with you the profit or loss.

13.3 You participated in the PrimeX social trading program after reviewing the master's statistics and copying the orders from him. You are the only one responsible for your choices for the master, and the master is not responsible for compensating for the loss if it occurs.

13.4 You, as a follower in the PrimeX social trading program, bear all the responsibility arising from your follower account, and you are not entitled to claim compensation from PrimeX Capital or the master in the event of a loss.