

Pamm Client Terms & Conditions

1. Pamm Client Relationship and Activities:

1.1 The rights and obligations of the Pamm Client defined by BLUEMAX CAPITAL may be changed anytime without notification.

1.2 In the event of the Pamm Client wishing to offer any deviation from the standard interpretation of the terms and conditions, the Pamm Client will be deemed to be in breach of the Terms and Conditions, unless he/she has received written confirmation from BLUEMAX CAPITAL's Executive Management that the proposed activities are approved and accepted.

1.3 In the event of any disparity between the Pamm Client and the understanding of BLUEMAX CAPITAL, BLUEMAX CAPITAL shall have sole discretion in accepting or not accepting any claims made by the Pamm Client.

1.4 The Pamm Client will not pass any market analysis or research that is made available generally by BLUEMAX CAPITAL without the prior written permission of BLUEMAX CAPITAL and will not pass any trading recommendations or investment decisions to the general public.

1.5 The Pamm Client may not under any circumstances represent himself as an employee or officer of BLUEMAX CAPITAL nor may pose himself/herself as having any relationship with BLUEMAX CAPITAL other than that of Pamm Client, without the prior express written permission of BLUEMAX CAPITAL.

1.6 BLUEMAX CAPITAL shall, at its sole discretion, accept or decline the application of any Pamm Client.

1.7 The Pamm Client accepts that neither BLUEMAX CAPITAL nor any of its officers, employees or affiliates shall be personally or collectively liable for any failure or omission on the part of the Pamm Program.

1.8 The Pamm Client warrants and represents that he is not constrained by any legal or regulatory rules in his place of business that prohibits him from freely committing to this Terms and Conditions.

1.9 BLUEMAX CAPITAL and the Pamm Client undertake to communicate any Notices in writing and to retain evidence of their own that such Notices have been given.

2. BLUEMAX CAPITAL's Undertakings:

2.1 BLUEMAX CAPITAL warrants making payments due to the Pamm Clients in respect of any Withdrawal of the whole/part of the Equity.

2.2 Deposit/Withdrawals will be processed only on weekend when the markets are closed due to mapping under PAMM.

2.3 Payments to the Withdrawals will be made on the following week, as the withdrawals will be processed only on weekends.

2.4 In the event of a dispute with, or complaint from a Pamm Client, BLUEMAX CAPITAL's decision will be final.

2.5 BlueMax Capital will provide support like daily trading statements and account status through email to Pamm Client.

2.6 BlueMax Capital may record telephone calls for the purpose of giving better customer support.

2.7 No entry load or exit load will be charged on your trading account.

2.8 No maintenance fee will be charged on your trading account.

3. Confidentiality Policy:

3.1 BlueMax Capital is committed to protecting your privacy and the confidentiality of your personal information. Your personal and investment details will never be shared with any others.

3.2 Even your Fund Manager cannot access your personal and contact details. The only details made known to the Pamm Manager would be your Account Number and Equity. No other detail of yours will be made known.

3.3 BlueMax Capital also warrants protecting the privacy of Fund Managers. Personal and contact details of the Pamm Managers will not be made known under any circumstance as it conflicts with agreement between the PAMM Manager and the BlueMax Capital.

4. Penalties for Breach of Terms and Conditions:

4.1 BLUEMAX CAPITAL shall reserve the right to terminate/suspend the Pamm Client without notice. Termination may be due to any malpractice, breach, failure or may be due to unethical behavior of the Client. Such event and termination to be at the sole discretion of BLUEMAX CAPITAL. If terminated, the full equity amount including all profits made will be paid to the client with immediate effect.

4.2 BLUEMAX CAPITAL will have the right to terminate this notice with immediate effect and withhold any outstanding monies due to the Pamm Client in case any disputes, until the dispute is settled down.

5. Success Fee:

5.1 Pamm Client Need to pay the success fee to the Fund Manager which would range between 20 to 50 percent of the Net Profit.

5.2 Such success fee would be debited within 15th of every month for previous month's profit.

5.3 Fund Manager's Success Fee is explained with an example.

- a) Suppose if a Fund Manager's success fee is 40%.
- b) The Profit made in his/her client's account for the previous month is 20,000 USD.
- c) 40% of 20,000 USD is 8,000 USD.
- d) So 8,000 USD will be deducted from the Clients Account within 15th of this month as Pamm Charges.

6. Risk Disclosure:

6.1 Trading Investments are subject to market risk. Market risks are risks associated with trading investment, changes in the interest rates, foreign exchange risk and commodity related risk and many more. In context of currency trading these risks are little broader.

6.2 Past performance is not a guide to future performance. The value of investments may go down as well as up and you may not get back the amount you originally invested. Investors should note that changes in rates of exchange may have an adverse effect on the value, price or income of investments.

6.3 There are additional risks associated with investing which may have a negative impact on income and capital value. Tax rates and reliefs may change and the value of tax reliefs depends on individual circumstances. Local laws may have an impact on your investments.

6.4 No guarantee, warranty or representation, express or implied, is given as to the accuracy or completeness of the information provided; and BlueMax Capital nor any of its officers or employees accepts any liability or responsibility of any sort. Moreover the terms and conditions are subject to change without notice.

6.5 Any information on website or any promotional material has been prepared without regard to any specific investment objectives or financial position (including deposit size, leverage, risk appetite and risk exposure) of any specific person;

6.6 Any reference to historical price movements is informational and based on our analysis. We do not represent or warranty that any such movements are likely to occur in the future, as past performance is not necessarily indicative of future results;

6.7 The information provided on the website regarding Pamm does not amount to a general or personal recommendation or advice;

6.8 Either the BlueMax Capital or the PAMM Managers could not be held liable for the trading results generated through PAMM.

6.9 You are solely responsible for making the decision including the timing, amount to be invested, selection of fund manager etc.,

6.10 Where you have taken the information provided by us into consideration when making your investment decisions, you represent that you have not relied on such information exclusively but have conducted your own independent research and made your decision as to the suitability of any transaction to your investment objectives and financial situation without placing reliance on the information provided by us;

6.11 By using our Services you confirm that you understand and consent to the collection, use and disclosure of your personal information in accordance with our privacy policy.

I have read, understood and agree to the above Pamm Client terms and conditions of BlueMax Capital. I also understand that the above terms and conditions are applicable for my main and all sub accounts mapped under pamm program. I hereby declare that I will abide by the terms given above.

Date :

Place :

Name :

Full Signature :

7. Appendix

7.1 Self Attested copies of Id Proof and Address Proof should be submitted.

7.2 Self Attested Passport copy is preferable.