

GTC Global Trading LTD

PAMM Service Disclosure Agreement

Website Disclosure Version | Percent Allocation Management Module Service Terms

Version: June 2026

Important Website Disclosure

This document is designed for publication on the website as a PAMM service disclosure agreement. It explains the legal, operational and risk terms that apply where a client elects to participate in a Percent Allocation Management Module arrangement through GTC Global Trading LTD.

This document should be read together with the Client Agreement, Risk Disclosure, Trading Terms, Order Execution Policy, AML/KYC Notice, Privacy Policy, Restricted Jurisdictions Notice, fee schedule and any separate Limited Power of Attorney or PAMM Manager mandate accepted by the client.

This version deliberately avoids presenting the Anjouan licence as equivalent to a high-tier onshore regulatory licence and avoids marketing the PAMM service as a fund, collective investment scheme, deposit product, guaranteed return product, payment service or banking service.

Entity and Licence Disclosure

Company: GTC Global Trading LTD

Company number: 16283

Jurisdiction: Autonomous Island of Anjouan, Union of the Comoros

Registered address: Boulevard de Coalancanthe, Mutsamudu, Anjouan, Union of Comoros

Licence: International Brokerage and Clearing House Licence

Licence number: L16283 / GTC

Regulatory authority: Anjouan Offshore Finance Authority (AOFA)

Licence validity disclosed in company file: Valid until 10 March 2027, unless earlier revoked or cancelled according to applicable licence conditions

Website use: This agreement is a website disclosure version and may be accepted electronically as part of the account opening and PAMM enrolment process.

1. Definitions and Interpretation

In this PAMM Service Disclosure Agreement, unless the context requires otherwise:

- "Agreement" means this PAMM Service Disclosure Agreement, as supplemented by the Client Agreement, PAMM Manager mandate, platform terms, fee schedule and applicable risk disclosures.
- "Company", "we", "us" or "our" means GTC Global Trading LTD, company number 16283, incorporated in the Autonomous Island of Anjouan, Union of the Comoros.
- "Client", "you" or "your" means any person or entity that opens, maintains, accesses or uses a trading account with the Company and elects to join a PAMM arrangement.
- "PAMM" means Percent Allocation Management Module or Percentage Allocation Management Module functionality, under which trading instructions, profits, losses, fees and other account outcomes may be allocated among participating client accounts by reference to a configured percentage, equity, balance, contribution or allocation methodology.
- "PAMM Manager" means the individual or entity authorised by the Client, whether independent or introduced, to operate, manage or issue trading instructions in respect of the Client's account under a PAMM arrangement.
- "LPOA" means a limited power of attorney, trading authority, investment management mandate or similar authorisation under which the Client authorises a PAMM Manager to trade or manage the Client's account.
- "Platform" means the trading platform, PAMM technology, bridge, account system, client portal, reporting system and related software infrastructure made available for trading and account administration.

- "Restricted Jurisdiction" means any country, territory, person category or client category that the Company does not accept, including where onboarding, marketing or provision of services would breach applicable law, sanctions, licence conditions, internal risk policies or third-party provider restrictions.
- "Underlying Products" means foreign exchange, contracts for difference, commodities, indices, securities, digital asset derivatives or other instruments made available by the Company from time to time, subject to the Company's licence, product permissions, platform capabilities and client eligibility.

Headings are for convenience only and do not affect interpretation. References to applicable law include applicable rules, regulations, sanctions requirements, licence conditions, platform rules and policies adopted by the Company.

2. Nature of the PAMM Service

The PAMM service is an account management and trade allocation functionality. It is not a deposit, savings, banking, custody, collective investment scheme, fund, asset management product, pooled investment product, guaranteed return product or payment service.

The PAMM service may use technical grouping, percentage allocation, notional allocation, master account or sub-account functionality for operational purposes. Such technical configuration is not intended to create a legal fund, trust, collective investment scheme, partnership or common enterprise between clients.

Each Client remains the holder of the Client's own trading account and remains responsible for the decision to appoint or continue with a PAMM Manager. The PAMM arrangement does not transfer ownership of the Client's account balance or open positions to the PAMM Manager.

A PAMM Manager may generate trade instructions through a master account, manager interface or similar platform function. Those instructions, and resulting profits, losses, fees and adjustments, may be allocated to participating Client accounts according to the allocation method configured by the Company, the Platform, the PAMM Manager and/or the Client's accepted mandate.

The Company provides brokerage, account administration, trade execution, platform access, reporting and related operational services. The PAMM Manager is responsible for the trading strategy, trading decisions and discretionary account management services that the Client authorises it to provide.

Unless expressly stated in a separate written agreement, the PAMM Manager is not an employee, representative, agent, partner, officer or authorised signatory of the Company. The Company is not responsible for the PAMM Manager's investment strategy, trading performance, portfolio selection, risk appetite, marketing statements or client communications.

3. Regulatory and Licence Disclosure

The Company is incorporated in the Autonomous Island of Anjouan, Union of the Comoros, and holds an International Brokerage and Clearing House Licence issued by the Anjouan Offshore Finance Authority under licence number L16283 / GTC.

The Company's licence permits the Company to conduct offshore brokerage activities within the scope and limits of its licence conditions. The Company does not represent that the licence is equivalent to a licence issued by any other regulator in the United Kingdom, European Union, Australia, United States, South Africa, Singapore, United Arab Emirates or any other jurisdiction.

The Company does not offer services to residents or persons located in any jurisdiction where the offer, solicitation, onboarding or provision of the PAMM service would be unlawful or would require a local licence or registration that the Company does not hold.

Where required, the Client and the PAMM Manager are responsible for obtaining independent legal, tax, regulatory, accounting and investment advice in their own jurisdiction before participating in the PAMM service.

The Company may refuse, restrict, suspend or terminate any PAMM account, client onboarding, manager appointment, trading instruction or withdrawal request where the Company reasonably believes there is a regulatory, sanctions, AML/CTF, market conduct, fraud, suitability, conflicts, platform or operational risk.

4. Client Eligibility, Onboarding and Continuing Due Diligence

The Client may only participate in the PAMM service after completing the Company's onboarding, KYC/KYB, sanctions screening, suitability, appropriateness and risk assessment procedures to the Company's satisfaction.

The Company may request identity documents, proof of address, source of funds, source of wealth, corporate documents, ownership information, tax residency information, professional client or wholesale client evidence, regulatory status evidence and any other information it considers necessary.

The Client must promptly notify the Company if any onboarding information becomes inaccurate, incomplete or misleading, including changes to residency, tax status, beneficial ownership, control, sanctions exposure, financial condition, investment experience or regulatory classification.

The Company may reject or offboard a Client even after initial onboarding if the Company determines that the Client is not suitable, eligible or acceptable under its risk appetite, licence conditions, platform provider requirements, banking/payment provider requirements or applicable law.

5. Appointment and Authority of the PAMM Manager

The Client may appoint a PAMM Manager only by executing, accepting or electronically confirming an LPOA or similar trading authority acceptable to the Company.

The Client acknowledges that the appointment of a PAMM Manager authorises the PAMM Manager to place, modify, cancel, close or manage trades on the Client's account within the authority granted under the LPOA and within the Platform's technical limits.

Unless the Company expressly agrees otherwise in writing, the PAMM Manager has no authority to:

- withdraw funds from the Client's account;
- transfer account ownership or beneficial interest;
- change the Client's bank account, wallet address, email address or identity information;
- bind the Company to any representation, guarantee, compensation promise or side agreement;
- waive the Client's obligations to the Company;
- alter the Client Agreement, risk disclosures, margin terms, fees or trading rules; or
- use the Client's account for unlawful, abusive, manipulative or prohibited trading activity.

The Client remains responsible for monitoring the PAMM Manager's activity, account equity, open positions, margin level, fees, performance and risk exposure. The Client may request revocation of the PAMM Manager's authority according to the termination process in this Agreement and the applicable LPOA.

6. Trading, Execution and Percentage Allocation Mechanics

Trades generated under a PAMM arrangement may be aggregated, mirrored, copied, proportionally distributed, percentage allocated or otherwise applied to participating Client accounts according to the applicable allocation method.

The allocation method may be based on equity, balance, contribution, risk weight, lot multiplier, percentage share, manager settings, platform settings or any other method disclosed or configured for the PAMM arrangement.

The Company does not guarantee that all participating accounts will receive the same price, execution time, allocation, slippage, commission, swap, margin treatment, profit, loss or performance result. Differences may arise because of account size, leverage, margin availability, deposits, withdrawals, entry timing, stop-out levels, platform latency, liquidity, execution sequence, order size, minimum trade size, decimal rounding, symbol availability and other operational factors.

The Client accepts that partial fills, rejected orders, delayed execution, pricing gaps, widened spreads, abnormal market conditions, platform outages, liquidity provider rejection, trade corrections and manual interventions may affect the outcome of PAMM trades.

The Company may correct, cancel, adjust, close, reverse or refuse trades where it reasonably determines that there has been a manifest error, pricing error, platform malfunction, abusive trading, regulatory issue, liquidity provider issue, margin deficiency, hedging failure or breach of the Client Agreement or trading rules.

The PAMM Manager is responsible for selecting and applying the trading strategy. The Company does not supervise the PAMM Manager's strategy on a fiduciary basis and does not guarantee that the strategy is suitable for the Client.

7. Fees, Charges and Manager Remuneration

The Client may be charged spreads, commissions, swaps, financing charges, mark-ups, platform fees, inactivity fees, conversion fees, withdrawal fees, administrative fees and other charges disclosed in the Client Agreement, trading terms, account specification, fee schedule or platform statement.

A PAMM Manager may receive management fees, performance fees, success fees, rebates, commissions, mark-ups, referral fees or other remuneration, only where such remuneration is disclosed to the Client and authorised under the applicable PAMM Manager mandate, fee schedule, LPOA, IB disclosure or client-facing terms.

Performance fees, if applicable, must be calculated according to the method disclosed to the Client, including the calculation period, high-water mark, hurdle, crystallisation frequency, fee rate, net/gross basis, treatment of deposits and withdrawals, and timing of deduction.

The Client acknowledges that fees and charges may materially reduce account performance and may be payable even where the Client's account is loss-making, depending on the agreed fee structure.

The Company may withhold, deduct or process fees only in accordance with the Client's accepted terms, the applicable account documents and the Platform's technical capabilities.

Before publication or client acceptance, the manager-specific fee disclosure should clearly state the management fee, performance fee, crystallisation period, high-water mark treatment, rebate or commission arrangements, withdrawal or termination fees, and whether fees are deducted automatically from the Client's account.

8. Risk Disclosure and No Guarantee

Participation in a PAMM arrangement involves substantial risk. Trading leveraged products, including foreign exchange and contracts for difference, may result in rapid losses and may not be suitable for all clients.

The Client may lose all or a substantial part of the funds deposited or allocated to the PAMM account. Market conditions may move against the Client quickly, especially during volatile, illiquid, news-driven or gapping markets.

Past performance, back-tested performance, model performance, manager history, signal history, marketing materials, account statements or simulated results do not guarantee future performance.

No person, including the Company, the PAMM Manager, any introducing broker, affiliate, employee, representative or service provider, is authorised to guarantee profits, capital protection, fixed returns, minimum returns or loss recovery.

The Client is responsible for ensuring that participation in the PAMM service is consistent with the Client's financial situation, investment objectives, risk tolerance, knowledge, experience and legal capacity.

9. Margin, Leverage and Account Controls

The Client acknowledges that margin, leverage, stop-out levels, margin calls, trading limits, product specifications and account controls are set by the Company and may be changed from time to time according to market conditions, risk management requirements, liquidity provider requirements or regulatory considerations.

The Company may reduce leverage, increase margin requirements, set trade limits, place an account on close-only mode, disable trading, close positions, reject orders or remove a Client from a PAMM arrangement where the Company considers such action necessary for risk management, regulatory, AML/CTF, sanctions, platform or market integrity reasons.

The Company is not obliged to issue a margin call or warning before closing or liquidating positions. Platform margin indicators may be delayed, inaccurate or unavailable during fast-moving markets or technical disruptions.

Deposits and withdrawals during an active PAMM arrangement may affect allocations, risk exposure, performance calculations, fee calculations and the Client's ability to maintain open positions.

10. Conflicts of Interest

The Client acknowledges that conflicts of interest may arise in connection with the PAMM service.

- The PAMM Manager may manage multiple accounts, trade its own account, operate different strategies or allocate different risk levels among clients.
- The PAMM Manager may receive remuneration linked to trading volume, performance, account balance, rebates, spreads, commissions or client referrals.
- The Company may receive spreads, commissions, mark-ups, swaps, financing charges or other transaction-based revenue from Client trading activity.
- Introducing brokers, affiliates or service providers may receive referral fees, rebates or other remuneration connected with the Client's account.
- Different clients within the same PAMM arrangement may receive different outcomes because of account size, leverage, allocation rules, deposits, withdrawals, trading restrictions or platform conditions.

The Company will take reasonable steps to identify and manage conflicts according to its policies, but the existence of a conflict does not necessarily mean the Client will be prevented from participating in the PAMM service.

11. Client Funds, Deposits and Withdrawals

Client funds may only be deposited and withdrawn through methods approved by the Company and subject to the Company's AML/CTF, sanctions, fraud prevention, chargeback, payment provider and banking requirements.

The PAMM Manager is not authorised to withdraw funds from the Client's account unless the Client has separately authorised a specific fee deduction mechanism accepted by the Company.

A withdrawal request may be delayed, rejected or subject to account review where there are open positions, insufficient free margin, unsettled fees, suspicious activity, sanctions concerns, chargeback risk, payment provider requirements, document deficiencies or other compliance concerns.

The Company does not operate the PAMM service as a deposit-taking or banking service. Funds held in a trading account are held for the purpose of trading and account settlement, subject to the Client Agreement and applicable operational arrangements.

Deposits, withdrawals and internal transfers may change the Client's percentage allocation, profit and loss participation, fee calculation, high-water mark and margin position under the PAMM arrangement.

12. Reporting, Monitoring and Statements

The Company may provide account statements, trade confirmations, balance information, open position information, fee information, performance information and other reports through the Platform, client portal, email or other electronic means.

The Client must regularly review account statements, open positions, trade history, fees, performance and manager activity. Any suspected error, unauthorised activity or dispute must be reported to the Company promptly and within the time limits specified in the Client Agreement or platform terms.

Platform statements and reports may be subject to corrections for pricing errors, technical errors, liquidity provider corrections, fee adjustments, corporate actions, swaps, rollovers, conversion adjustments and other operational matters.

The Company may rely on electronic records, platform logs, order tickets, server time, liquidity provider confirmations, manager instructions and account system records as evidence of trading activity and account status.

13. Marketing, Performance Information and Manager Materials

Any marketing materials, manager profiles, strategy descriptions, performance tables, rankings, account histories, signal descriptions, presentations, social media posts or third-party materials are for information only and must not be treated as a guarantee, recommendation by the Company or personal investment advice.

The Company may publish or permit publication of PAMM Manager information, but the Company does not certify that any strategy is suitable for any Client unless the Company expressly states otherwise in writing.

The Client must not rely solely on historical returns, headline performance, screenshots, rankings or unaudited materials when deciding whether to appoint a PAMM Manager.

The PAMM Manager must ensure that any materials it provides to clients are fair, clear, not misleading, consistent with applicable law and consistent with the Company's website disclosures and risk warnings.

Any reference to rankings, return percentages, drawdown, monthly performance, low risk, capital safety or consistent returns must be accompanied by clear risk warnings and must not imply guaranteed results.

14. Prohibited Conduct

The Client and the PAMM Manager must not use the PAMM service for any unlawful, abusive, manipulative, fraudulent, sanctions-evading, money laundering, terrorist financing, market abuse, platform abuse or circumvention purpose.

Prohibited conduct includes, without limitation, account churning, misrepresentation of performance, unauthorised fund solicitation, pooling of client funds outside the Company's approved account structure, guaranteed return schemes, fraudulent marketing, identity misuse, latency arbitrage, toxic flow, bonus abuse, chargeback abuse, wash trading, spoofing, layering, insider dealing and any strategy prohibited by the Client Agreement or trading rules.

The Company may immediately suspend trading, freeze account activity, terminate the PAMM arrangement, close positions, reverse trades, retain records, notify competent authorities, reject withdrawals or terminate accounts where prohibited conduct is suspected.

15. Suspension, Revocation and Termination

The Client may request removal from a PAMM arrangement or revocation of the PAMM Manager's trading authority by submitting a written or electronic instruction in the manner required by the Company.

Revocation may not take effect immediately. The Company may require time to process the request, verify identity, close or detach open positions, settle fees, update Platform settings and confirm the status of pending orders.

The Company may suspend or terminate a Client's participation in the PAMM service at any time where the Company reasonably considers it necessary for compliance, risk management, platform integrity, client protection, liquidity provider requirements, business reasons, breach of terms, suspected misconduct or legal restrictions.

Termination of the PAMM arrangement does not automatically close open positions unless the Company, the Client or the applicable account settings cause positions to be closed. The Client remains responsible for all losses, fees, margin obligations and trading outcomes before and after termination until all positions and obligations are settled.

Termination of this Agreement does not affect accrued rights, obligations, fees, liabilities, indemnities, confidentiality obligations, data retention rights, complaints processes or dispute resolution provisions.

16. Liability and Indemnity

To the maximum extent permitted by applicable law and the Client Agreement, the Company is not liable for losses arising from the PAMM Manager's trading strategy, trading decisions, allocation choices, marketing statements, client communications, negligence, breach of mandate, fraud, dishonesty or unauthorised conduct, except to the extent caused by the Company's own fraud, wilful misconduct or gross negligence.

The Company is not liable for market losses, margin losses, slippage, spreads, price movements, liquidity shortages, platform outages, internet failure, third-party provider failure, force majeure events, regulatory changes, sanctions actions, payment delays, bank/provider restrictions or losses arising from the Client's own decision to appoint or continue with a PAMM Manager.

The Client agrees to indemnify the Company, its affiliates, directors, officers, employees, agents, service providers and representatives against losses, claims, costs, liabilities, damages and expenses arising from the Client's breach of this Agreement, unlawful conduct, inaccurate information, misuse of the Platform, appointment of the PAMM Manager, or any claim by the PAMM Manager or third party connected with the Client's account, except to the extent caused by the Company's own fraud, wilful misconduct or gross negligence.

Nothing in this Agreement excludes liability that cannot be excluded under applicable law.

17. Data, Communications and Electronic Acceptance

The Client consents to the Company collecting, processing, storing, transferring and disclosing personal data, account data, trading data, platform data and due diligence data as necessary for account opening, PAMM operation, compliance, reporting, risk management, payment processing, audits, legal obligations and service provision.

The Company may communicate with the Client electronically through the website, client portal, platform, email, SMS, messaging applications, telephone or other approved communication channels.

The Client agrees that clicking acceptance, submitting an online application, signing electronically, logging into the Platform, funding the account, appointing a PAMM Manager or continuing to use the PAMM service may constitute valid acceptance of this Agreement and related documents.

The Client is responsible for maintaining secure access credentials, reviewing electronic communications and promptly notifying the Company of any suspected unauthorised access or security incident.

18. Complaints and Queries

A Client complaint relating to the PAMM service should first be submitted to the Company through the complaints channel published on the Company's website or client portal.

The complaint should include the Client's name, account number, relevant dates, trade numbers, manager name, supporting documents and a clear description of the issue.

The Company will review complaints according to its complaints procedure. The Company may request additional documents, platform records, manager explanations or client statements before reaching a final response.

Where a complaint concerns an entity licensed by the Anjouan Offshore Finance Authority, the Client may also contact AOFA's compliance channel where available. This does not prevent the Company from requiring the Client to follow the Company's internal complaints process first.

19. Amendments and Website Updates

The Company may amend this Agreement from time to time to reflect changes in law, licence conditions, product scope, platform functionality, market practice, risk management, fees, operational procedures or business requirements.

The latest website version may replace prior versions from the effective date stated on the website or in the notice provided to Clients. Continued use of the PAMM service after the effective date may constitute acceptance of the amended terms.

Where a material change negatively affects the Client, the Company will take reasonable steps to notify the Client according to the Client Agreement or applicable communication procedures.

20. Governing Law, Jurisdiction and Prevailing Documents

Unless a separate Client Agreement states otherwise, this Agreement is governed by the laws applicable to the Company in the Autonomous Island of Anjouan, Union of the Comoros.

Disputes will be handled according to the dispute resolution process specified in the Client Agreement. Where there is no specific dispute resolution clause, the courts or competent forums applicable to the Company's jurisdiction will have jurisdiction, subject to any mandatory legal rights that cannot be waived.

If there is any inconsistency between this website disclosure version and the Client Agreement, the Client Agreement will prevail to the extent of the inconsistency, unless this Agreement expressly imposes a stricter risk disclosure or compliance requirement.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will continue in force.

Schedule 1 - PAMM Risk Warning

The PAMM service allows a manager to make trading decisions that may be applied to the Client's account by percentage allocation or similar methodology. The Client may suffer losses without making any individual trade decision after appointing the PAMM Manager.

Leverage can magnify profits and losses. A small market movement can result in a disproportionately large loss.

Market gaps and fast-moving prices may cause stop loss orders to execute at a worse price than expected or not to execute at the requested price.

The PAMM Manager's historical performance may not be independently audited and may not reflect the Client's future outcome.

Fees, rebates, commissions and spreads may create conflicts of interest and may reduce Client returns.

Different accounts in the same PAMM arrangement may experience different results because of account size, deposits, withdrawals, leverage, entry timing, product availability, rounding and execution differences.

Deposits or withdrawals during an active PAMM cycle may materially change allocation percentages, risk exposure, fee calculations and the Client's actual return.

The Client should not participate in the PAMM service unless the Client understands the risks and can bear the potential loss of funds allocated to the account.

Schedule 2 - Minimum LPOA / PAMM Manager Mandate Terms

A separate LPOA or PAMM Manager mandate should, at a minimum, address the following:

- Full legal name and contact details of the Client and PAMM Manager.
- Account number(s) covered by the mandate.
- Scope of trading authority granted to the PAMM Manager.
- Products, leverage, strategy limits, allocation method and risk parameters, if any.
- Fees payable to the PAMM Manager and deduction mechanism.
- Whether the PAMM Manager may use expert advisors, algorithms, copy trading or automated systems.
- Reporting obligations and manager communication channels.
- Client right to revoke the mandate and the effective process for revocation.
- Confirmation that the PAMM Manager has no withdrawal authority unless expressly accepted by the Company for disclosed fee deductions.
- Acknowledgement that the Company is not guaranteeing the PAMM Manager's performance.

Schedule 3 - Website Acceptance Acknowledgements

By applying for or participating in the PAMM service, the Client confirms that:

- the Client has read, understood and accepted this Agreement and all related website disclosures;
- the Client understands that the PAMM service is high-risk and may result in loss of funds;
- the Client has independently selected or accepted the PAMM Manager and is responsible for monitoring the account;
- the Client has not relied on any guarantee of profit, fixed return, capital protection or loss recovery;
- the Client is not located in, resident in or acting for a person in a Restricted Jurisdiction;
- the Client's funds are from lawful sources and the Client will provide additional due diligence documents when requested;
- the Client will immediately notify the Company if the Client no longer wishes the PAMM Manager to trade the account;
- the Client understands that the Company may suspend, restrict or terminate the PAMM service for compliance, risk, platform or business reasons.