

Investment Fund Agreement

TABLE OF CONTENTS

1. INTERPRETATION OF TERMS
2. SCOPE OF THE AGREEMENT
3. CAPACITY, ELIGIBILITY, AND ONBOARDING
4. ACCOUNT ACTIVATION AND MINIMUM FUNDING
5. FUND OPERATION, MANAGEMENT, AND AUTHORITY
6. INVESTMENT MANDATE AND PHASED STRATEGY
7. RISK MANAGEMENT AND CAPITAL PROTECTION
8. NET ASSET VALUE (NAV) AND PROFIT CALCULATION
9. FEES, CHARGES, AND EXPENSES
10. REDEMPTIONS, WITHDRAWALS, AND LIQUIDITY
11. SUSPENSION OF TRADING AND REDEMPTIONS
12. CONFLICTS OF INTEREST
13. REPRESENTATIONS AND WARRANTIES
14. LIMITATIONS OF LIABILITY AND INDEMNITY
15. FORCE MAJEURE
16. CONFIDENTIALITY AND DATA PROTECTION
17. AMENDMENT AND TERMINATION

1. INTERPRETATION OF TERMS

- 1.1. In this Investment Fund Agreement (the "Agreement"), the following terms shall have the meanings ascribed to them below: (a) "Abnormal Market Conditions" includes low liquidity in the market, rapid price movements in the market, considerable breaks in the Quotes Flow, fast price movements, and large Price Gaps. (b) "Affiliate" means in relation to PrimeX Capital, any entity controlled directly or indirectly by PrimeX Capital, any entity that controls directly or indirectly PrimeX Capital, or any entity directly or indirectly under common control with PrimeX Capital. (c) "Applicable Regulations" means the relevant regulations, circulars, guidelines, and directives of the applicable regulatory bodies (FSC Mauritius, FSCA South Africa, or Saint Lucia authorities) as amended from time to time. (d) "Client", "you", or "your" means the individual or corporate entity who has executed this Agreement and been accepted by the Company as a participant in the Fund. (e) "Company", "PrimeX Capital", "we", or "us" refers to PrimeX Capital, which will automatically come under the regulatory jurisdiction selected by the Client as per the sub-entities listed above. (f) "Fund" refers to the PrimeX Investment Fund, a collective investment vehicle operated and managed entirely by the Company. (g) "High-Water Mark" means the highest peak in value that an investment fund or account has reached, used to ensure performance fees are only paid on newly generated net profits. (h) "Net Asset Value" or "NAV" means the total value of the Fund's assets minus its liabilities, calculated in accordance with the Company's standard accounting practices. (i) "Operative Agreements" refers to this Agreement, the Client Agreement, the Terms of Business, the Risk Disclosure, the Privacy Statement, and any other policies published in the "Policies & Regulation" section of the Website.

2. SCOPE OF THE AGREEMENT

- 2.1. This Agreement governs your participation in the PrimeX Investment Fund and sets out the terms under which we will pool your capital contributions with those of other clients, to be managed as a unified portfolio by our professional trading team.
- 2.2. When you accept the terms of this Agreement, you acknowledge that you are subscribing to a managed collective investment service. You explicitly delegate the authority to execute trades, allocate assets, and manage your contributed capital to the Company.
- 2.3. This document operates in conjunction with the primary Client Agreement. In the event of any conflict between this Agreement and the Client Agreement specifically regarding the operation of the Fund, the terms of this Agreement shall prevail. For all general account maintenance, dispute resolution, and operational definitions, the hierarchy of Operative Agreements remains in effect.

3. CAPACITY, ELIGIBILITY, AND ONBOARDING

- 3.1. You may participate in the Fund only if you meet the capacity requirements: (a) You are an individual who is at least eighteen (18) years old or at least the legal age in your respective jurisdiction. (b) You are a body corporate in good standing that has the legal capacity to enter into the Operative Agreements. (c) You are not domiciled, located, or registered in a country where the distribution or use of our services would be contrary to local laws or regulations.

4. ACCOUNT ACTIVATION AND MINIMUM FUNDING

- 4.1. Participation in the Fund requires the opening of a dedicated investment account, distinctly separated from standard self-directed Trading Accounts. You will receive notice of activation only after you have properly completed the registration and verification protocols.
- 4.2. A minimum initial capital deposit of \$500 (Five Hundred US Dollars) or its equivalent in another accepted currency is required to activate your participation in the Fund. The Company reserves the right to amend this minimum threshold at any time with appropriate Written Notice.
- 4.3. Your funds will be segregated from our proprietary funds as provided for in the Applicable Regulations. We are allowed to pool your funds with the funds of our other clients and hold them in a segregated omnibus bank account.
- 4.4. We reserve the absolute discretion to reject your application to join the Fund, even if identity verification is complete, to maintain internal compliance and risk parameters.

5. FUND OPERATION, MANAGEMENT, AND AUTHORITY

- 5.1. By executing this Agreement, you grant PrimeX Capital Limited Power of Attorney to act as the Investment Manager of your allocated capital.
- 5.2. The Fund operates strictly on a pooled capital basis. The trading team manages the aggregate liquidity, and no sub-accounts or individual portfolios are separately traded or customized for individual participants.
- 5.3. You acknowledge that, unlike a standard execution-only Trading Account, you will have zero capacity to: (a) Monitor individual market entries or real-time trading operations. (b) Direct, dictate, or suggest specific trades, assets, or allocations. (c) Execute manual transactions, hedge, or close positions within the designated investment account.
- 5.4. The Company retains total discretionary authority to buy, sell, retain, and exchange financial instruments and real assets in pursuit of the Fund's objective.

6. INVESTMENT MANDATE AND PHASED STRATEGY

- 6.1. The core objective of the Fund is to achieve sustainable, risk-adjusted capital appreciation through a highly diversified, multi-asset class allocation model.
- 6.2. The execution of the investment strategy is rigidly structured according to aggregate capitalization milestones, categorized into the following developmental phases:
 - (a) **Phase 1: Liquidity and Base Capital Generation (Capital under \$1,000,000)** During this initial phase, the Fund's capital will be exclusively deployed in highly liquid markets, primarily FX and CFD instruments. The focus is on capturing intraday and swing trading opportunities while maintaining tight risk parameters.
 - (b) **Phase 2: Tangible Asset and Derivative Diversification (Capital reaching \$1,000,000)** Upon reaching this milestone, the Fund will diversify into physical and derivative asset investments. This includes allocating capital to precious metals (e.g., gold, silver) and major global equity indices, providing a hedge against localized currency inflation and FX volatility.
 - (c) **Phase 3: Real Estate and Long-Term Yields (Capital reaching \$3,000,000)** At this stage, a predefined percentage of the Fund will be allocated toward high-yield real estate investments and property trusts. This phase aims to generate consistent, non-correlated dividend yields and establish a foundation of hard assets to stabilize the portfolio.

- (d) **Phase 4: High-Growth and Alternative Assets (Capital reaching \$10,000,000)** The final phase introduces venture-style allocations into high-growth technology startups and advanced digital/cryptographic assets. These allocations will represent a strictly capped minority percentage of the total portfolio to protect the principal while exposing the Fund to exponential upside.
- 6.3. The Company retains the unilateral right to adjust these thresholds, accelerate phases, or pause asset allocation dynamically in response to Abnormal Market Conditions, macroeconomic shifts, or regulatory mandates.

7. RISK MANAGEMENT AND CAPITAL PROTECTION

- 7.1. The Fund operates under institutional-grade risk management protocols. While investment entails inherent risk, the Company prioritizes capital preservation over aggressive yield generation.
- 7.2. The Investment Manager is bound by internal covenants regarding leverage and margin requirements, ensuring that the Fund is never over-leveraged to the point of catastrophic failure. The Company utilizes strict Stop Loss orders on all speculative positions to cap maximum drawdown per trade.
- 7.3. **Liquidity Buffering:** A protected liquidity model is maintained at all times. A specific percentage of the Fund's aggregate capital is held in cash or cash-equivalent instruments. This ensures the Company can fulfil routine client redemption requests without forcing the premature liquidation of open positions or real assets at unfavourable market prices.
- 7.4. In the event of extreme market volatility or Force Majeure, the Company reserves the right to immediately transition the portfolio into a risk-off state, liquidating speculative exposure and holding capital in fiat currency until stable trading conditions return.

8. NET ASSET VALUE (NAV) AND PROFIT CALCULATION

- 8.1. The Net Asset Value (NAV) of the Fund is calculated on a standardized schedule, generally at the close of the trading week (Friday, 23:59 Server Time).
- 8.2. Profits and losses generated by the Fund are distributed to participants proportionally, based strictly on the ratio of your individual cleared capital contribution against the total active pooled capital of the Fund at the time the profit is realized.
- 8.3. **High-Water Mark Application:** For the purposes of calculating performance fees, the Company strictly adheres to a High-Water Mark policy. Performance fees are only levied on net new profits that exceed the highest historical value of your allocated account. If the account suffers a drawdown, the Investment Manager must recover the loss and establish a new High-Water Mark before any subsequent performance fees are assessed.
- 8.4. Real-time analytics, including estimated NAV, proportional performance tracking, and historical yield data, will be made accessible to you via my.primexcapital.com.

9. FEES, CHARGES, AND EXPENSES

- 9.1. By participating in the Fund, you agree to the deduction of applicable fees, which compensate the Company for active management, administrative oversight, and performance.
- 9.2. **Management Fee:** An annualized management fee, calculated daily and deducted monthly from your account balance, may be applied to cover the operational, auditing, and administrative costs of maintaining the Fund. The exact percentage is detailed in the prevailing fee schedule on the Website.

- 9.3. Performance Fee: The Company is entitled to a percentage of the net profits generated on your capital, subject to the High-Water Mark provision defined in Section 8.3. This fee aligns the Company's interests with your success and is deducted at the end of each calendar month or upon a withdrawal request.
- 9.4. The Company reserves the right to alter its fee structures by providing Written Notice. Changes will not apply retroactively to profits already secured.
- 9.5. All foreign currency exchange risks and associated conversion fees arising from deposits or withdrawals will be borne by you.

10. REDEMPTIONS, WITHDRAWALS, AND LIQUIDITY

- 10.1. The Fund provides structured liquidity for participants seeking to withdraw their principal capital or realized profits.
- 10.2. Standard withdrawal requests are processed systematically monthly. Requests submitted during the calendar month will be queued for settlement on the last calendar day of the month (Month Calendar).
- 10.3. Depending on the selected withdrawal method, the arrival of funds may take between a few hours to five (5) Business Days on the last calendar day of the month (Month Calendar).
- 10.4. All distributions are subject to strict Anti-Money Laundering (AML) verifications. Funds must be returned to the original source of deposit (e.g., the exact bank account or crypto wallet used for funding).

11. SUSPENSION OF TRADING AND REDEMPTIONS

- 11.1. Under exceptional circumstances, the Company may, at its absolute discretion, temporarily suspend the calculation of the NAV and/or the processing of redemptions and withdrawals from the Fund.
- 11.2. Such suspension may occur during: (a) A Force Majeure Event, including severe economic or political crises, natural disasters, or the suspension of major global financial markets. (b) Periods of Abnormal Market Conditions where accurate valuation of the Fund's underlying assets is rendered impossible. (c) Significant system failures, network breakdowns, or loss of communication infrastructure affecting the Company or its liquidity providers.
- 11.3. You will be provided with Written Notice in the event of any such suspension, and redemption requests queued during a suspension period will be processed sequentially once normal operations resume.

12. CONFLICTS OF INTEREST

- 12.1. You acknowledge that PrimeX Capital operates as both the broker routing the trades and the Investment Manager directing the trades for the Fund. A potential conflict of interest may arise wherein the Company generates spread revenue or commission from the volume of trades executed by the Fund.
- 12.2. The Company mitigates this conflict by adhering strictly to the High-Water Mark performance fee structure, which intrinsically motivates the Investment Manager to seek high-quality, profitable setups rather than engaging in high-frequency "churning" solely to generate brokerage commissions.
- 12.3. By participating in the Fund, you authorize us to proceed with the management of your capital notwithstanding such disclosed structural conflicts of interest.

13. REPRESENTATIONS AND WARRANTIES

- 13.1. You represent and warrant to PrimeX Capital and agree that each such representation is deemed repeated continually, that:
- (a) The funds contributed to the Fund are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for any illegal activity.
 - (b) Your funds are owned by you and are free of any lien, charge, pledge, or other encumbrance or claim by any third party.
 - (c) You have read and fully understood the terms of this Agreement and the associated risks of collective fund investing.
 - (d) You acknowledge that PrimeX Capital is not required to assess your individual financial suitability for this specific Fund, and you participate entirely at your own discretion and risk.

14. LIMITATIONS OF LIABILITY AND INDEMNITY

- 14.1. Nothing in the Operative Agreements will exclude or restrict any duty or liability owed by us to you under the Applicable Regulations, including liability for fraud or gross negligence.
- 14.2. We will not be liable for any of your losses, loss of profits, or loss of opportunity directly or indirectly arising from: (a) Any trading losses sustained by the Fund as a result of normal market fluctuations, currency risks, or misjudgements in the investment strategy. (b) Any failure by us to perform our obligations as a result of a Force Majeure. (c) The insolvency, acts, or omissions of any third party, including custodians, financial institutions, or liquidity providers utilized by the Fund.
- 14.3. You will indemnify us and keep us indemnified on demand in respect of all liabilities, costs, damages, and losses which we suffer as a direct result of any failure by you to perform any of your obligations under this Agreement, or as a result of false declarations.

15. FORCE MAJEURE

- 15.1. PrimeX Capital may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case we will take reasonable steps to inform you.
- 15.2. If PrimeX Capital determines that a Force Majeure Event exists, we may without prior Written Notice take any reasonably appropriate steps to protect the Fund, including suspending redemptions, closing out open positions, or modifying the application of any terms of this Agreement until the event has passed.

16. CONFIDENTIALITY AND DATA PROTECTION

- 16.1. The information which PrimeX Capital holds about your financial participation in the Fund is confidential and will not be used for any purpose other than providing Services to you and maintaining the Fund.
- 16.2. Confidential information may only be disclosed in compliance with FATCA, CRS, or where required by regulatory and enforcement authorities, courts, and similar bodies which have jurisdiction over PrimeX Capital.

17. AMENDMENT AND TERMINATION

- 17.1. PrimeX Capital has the right to unilaterally amend the terms of this Agreement, including the fee structure, at any time by giving you Written Notice. The amendments take effect immediately after the Written Notice is deemed served.

- 17.2. You may terminate your participation in the Fund at any time by submitting a full withdrawal request for your total aggregate Balance, subject to any lock-up periods or suspension events. However, if you choose to terminate your participation in the investment fund, the settlement of your investment will be subject to market conditions, and the release of your investment will be settled on the last calendar day of the month (Month Calendar).
- 17.3. Upon termination, we will close your Fund account after settling all amounts due to us, including any management or performance fees. The remaining balance will be transferred back to your self-directed Trading Account or original funding source as soon as practicable.
- 17.4. PrimeX Capital reserves the right to terminate your participation in the Fund and forcibly disburse your balance if we suspect involvement in money laundering, terrorist financing, or other criminal activities.