

# TechFX LLC



Approved by

Director

TechFX LLC

10/02/2022

## **OTC TRANSACTIONS AGREEMENT (Agreement on the performance of transactions with non-deliverable OTC financial instruments)**

## INTRODUCTION

This Agreement on the performance of transactions with non-deliverable OTC financial instruments (hereinafter referred to as the Agreement), including all Applications, as amended, is a document that governs the relationship between the Client (also referred to as “Client”) and TechFX LLC (also referred to as TechFX, Forex company, Company) for the services we provide.

Forex company is a limited liability company registered in the Republic of Belarus with registration number 693150519 at the address: Republic of Belarus, 223050, Minsk Region, Kolodishchi, st. Minskaya 69a-2, office 23.

Forex company is authorized and regulated by the National Bank of the Republic of Belarus (“NBRB”) and has a certificate of inclusion in the register of forex companies dated March 10, 2021 No. 23 issued by the National Bank of the Republic of Belarus.

The agreement is posted on the website at investby.com and is a public offer, which should be considered as an offer by the Forex company to any fully capable person (hereinafter referred to as the Client) to conclude an agreement on transactions with non-deliverable over-the-counter financial instruments on the conditions below. The Agreement is considered concluded at the time of acceptance by the Client of this public offer. The acceptance of this public offer is recognized by the Client performing all of the following actions together: registration on the website of the Forex company in the global computer network Internet, the result of which is the creation of the Client’s Personal Virtual Account; familiarization and acceptance of the terms of this Agreement, expressed by putting an appropriate mark when filling out and sending by the Client his personal and contact data in the Client’s Personal Virtual Account on the website of the Forex company in the global computer network Internet; familiarization and consent to the content of the Rules for transactions with non-deliverable over-the-counter financial instruments (hereinafter referred to as the Rules), the Rules for giving, processing and execution of orders of Clients on underlying asset price fixing when conducting operations involving non-deliverable OTC financial instruments (hereinafter the “Rules”).

### 1. AGREEMENT SUBJECT

1.1. Forex company undertakes to make his own name and for its own account by communicating with a Client via the global computer network Internet Client-initiated transactions, non-deliverable OTC financial instruments on the OTC Forex market (hereinafter – Operations).

1.2. The Client undertakes to initiate Operations by sending an order to fix the price of the underlying asset, pay remuneration to the Forex company, and fulfill other obligations stipulated in the Agreement. The Company offers the Client a number of financial instruments for execution, the specifications of which are available in the Terminal.

1.3 The Client as security for the performance of all its obligations under the Agreement undertakes to transfer to the Bank account of the Forex company cash in foreign currency (margin) that allow opening and (or) the maintenance of its open positions, including fees to the Forex company, the repayment of the negative financial result of the transaction (a negative financial result on completed transactions excludes the appearance of negative margin on the client's account, which is provided for in clause 6 of this agreement), the payment of penalties, compensation to the Forex company losses and the performance of other obligations under the Agreement.

1.4. No interest is charged on the balance of funds deposited by the Client as margin security.

1.5. Operations stipulated by the Agreement can be performed using leverage.

1.6. The Client is obliged to pay remuneration to the Forex company for performing Operations. The list of types of remuneration for Operations performed by the Client is specified in the Agreement and the Rules on effecting the operations.

1.7. Income tax is paid on income received by the Client under the Agreement in accordance with the legislation of the Republic of Belarus.

1.8. The Client receives information about the prices of the underlying assets automatically through the terminal based on data provided by the Forex company's liquidity provider.

1.9. In relation to transactions with non-deliverable OTC financial instruments, the Forex company performs only execution, without providing trust management or giving recommendations to the Client. Information or analytical materials published on the official website of the Forex company or provided to the Client in any other way do not constitute recommendations regarding any possible solutions of the Client. The client acts of their own free will, in their own interests and at their own discretion, and is fully responsible for all operations performed by them and for their investment decisions.

1.10. We display all our obligations in the section "Legal documents" and act according to them, if they do not contradict the legislation of the Republic of Belarus.

## **2. THE PROCEDURE OF CONTRIBUTING BY A CUSTOMER MARGIN SECURITY, ITS ACCOUNTING AND REFUNDING TO A CUSTOMER.**

2.1. The Client deposits margin security to the Forex company's Bank account via Bank transfer, Bank payment card, or payment services with which the Forex company has concluded relevant agreements. Detailed instructions for transferring funds, as well as a list of ways to Deposit margin security by the Client are provided in the "personal virtual customer's account" electronic service (hereafter referred as "Personal account").

2.2. The client's margin security can be recorded in the Forex terminal in US dollars, euros, and pounds, depending on the currency of the Client's account.

2.3. Margin security, including changes in its size (balance) as a result of operations performed, is recorded in the Forex terminal using a unique code (Client's account number). The amount of margin security is increased by the amount of the positive price difference accrued but not received by the Client for completed Transactions.

2.4. The minimum amount of funds initially deposited by the Client as margin security is set depending on the type of account and the tariff plan used on it, the account currency and is indicated on the Forex company's website. Terms of deposits of a margin security to a Bank account of Forex company and change the Customer's balance in the Forex terminal depend on the method of payment of cash and specified in the Personal account.

2.5. The return of free margin security that was not used to open and / or maintain open positions is made on the basis of a written request from the Client. In this case, applications sent via the Personal account are considered to be in writing. The return of margin security entails a corresponding reduction in the Client's account balance in the Forex terminal. If margin security is made by using Bank payment card (s) details, then it is mandatory to submit a color image of this payment card (s). The full name of the cardholder, its validity period, issuing Bank, and the first 6 and last 4 digits of the card number must be visible on the front side of the Bank payment card. The remaining digits must be closed. The reverse side of the Bank card must have a sample signature of the Bank card holder. CVC2 / CVV2 code must be closed. An image of a Bank payment card can be submitted via email from an email account that has been verified by a Forex company, either by uploading it in the Personal account, or by bringing it on purpose.

2.6. The margin security is refunded by transferring funds to the Client's Bank account or using the Bank payment card details specified by the Client in the written application for the margin security refund. Bank account to which the returned funds must be opened exclusively in the name of the Client (Bank card issued in the name of Client) in witness whereof the Client shall on demand from Forex company to submit relevant documents (Bank reference, copy of contract with the Bank for opening a Bank account, etc.). Funds are not transferred to third parties.

2.7. In case if the request amount for wire transfer transactions will be 30 (Thirty) EUR or less the withdrawal request will be rejected.

2.8. The Forex company makes payments to the Client in accordance with the procedure provided for in the clause of the Agreement, within 7 (seven) banking days from the date of receipt of the relevant application from the Client.

2.9. If the refund amount requested by the Client is involved in maintaining the Client's open positions, the refund request is rejected and the Client has the right to either close the open positions or make a request for the available refund amount.

2.10. Information about depositing and withdrawing funds is displayed in the Forex terminal and the Personal account.

2.11. All expenses (commissions, Bank fees, fees, payments and other expenses) related to the Deposit and return of margin security are paid at the Client's expense, unless the Forex company, at its discretion, wishes to charge part or all of these expenses to its account. However, this option is a right and not a duty of the Forex company.

2.12. If margin security is deposited until identification and verification is completed, the Client's funds will remain in the waiting mode. The margin security will be reflected by the client's unique code (account) after the successful completion of the Client identification and verification procedure with an email notification.

### **3. PROCEDURE FOR LEVERAGE DETERMINING**

3.1. The leverage – the balance between the sum specified in a customer's order on fixing an underlying asset price when opening a position, and a sum of a margin security - is set in the amount from 1:1 to 1:500, depending on the Client's category, type of financial instrument, and balance size. Maximum leverage for Clients: "client" category-1: 100; "qualified client" category-1:200; "professional client" category - 1: 500.

3.2. When entering into the Agreement, any Client by default belongs to the "client" category in accordance with the Rules. The Client can contact the Forex company with a request in a free form to classify it in one of the following categories: "professional client" or "qualified client". The procedure for assigning a client to one of these categories is set out in the Rules.

3.3. The Forex company has the right to unilaterally change the size of the leverage without prior notice to the Client.

3.4. The Forex company has the right to change the leverage only in relation to newly opened positions. At the same time, the procedure for determining the margin leverage remains unchanged regardless of the category of the client and the selected financial instrument. Information about the established margin leverage for each financial instrument is available in the Terminal and on the Company's website in the "Products" section.

### **4. PROCEDURE FOR DETERMINING THE AMOUNT OF REMUNERATION FOR A FOREX COMPANY. PROCEDURE AND TERMS OF PAYMENT.**

4.1. The Forex company has the right to charge Clients the following types of remuneration for Performing operations by the Client: Swap, Spread, Commission for an inactive account and the withdrawal processing fee for wire transfer transactions. Payment of remuneration to the Forex company is made at the expense of the client's margin security.

#### **4.2. Swap.**

4.2.1. Swap-payment for transferring an open position to the next business day. A swap can be positive or negative. The swap is set separately for long and short positions. Swap size depends on many factors, the main ones are: the current market interest rate on loans to the Central banks in national currencies, the dynamics of the price of the underlying asset on which the Operation is performed, the state of the forward market, the swap size from the liquidity provider. The Forex company has the right to change the procedure for calculating it, taking into account the current market situation, the size of the swap at the liquidity provider, its risk management policy, with prior notification of clients by e-mail and with the introduction of appropriate amendments to the current Agreement. Depending on the underlying asset, a triple swap is calculated from Wednesday to Thursday (usually if the underlying asset is a foreign currency or precious metals) and from Friday to Saturday. In other cases, when transferring open positions to the next business day, the swap is charged for one day.

The Swap is charged in the instrument's Base currency and calculated as follows:



- For Currency pairs: Fee Value = Volume x Contract Size x Markup Value;
- For CFD instruments: Fee Value = Volume x Contract Size x Reference Price<sup>1</sup> x Markup Value.

4.2.2. The Swap is set as a percentage of the open position amount or in points. The position amount is determined by the Client when submitting an order to fix the price of the underlying asset.

4.2.3. The size of the swap, the method of its calculation and the date of accrual of the swap in the triple amount depend on the type of underlying asset for which the position is opened, are set on the Forex company's server, are specified in the Forex terminal, and are published on the Forex company's website.

4.2.4. The swap Amount is calculated at the moment of transferring an open position to the next business day, and is accrued and paid by the Client at the moment of closing the position, unless a different procedure for calculating and charging the swap is provided for by the functional features of the Forex terminal.

#### 4.3. Spread.

4.3.1. Spread is the difference between the price of the underlying asset for an operation, a positive financial result for which is achieved when the price of the underlying asset changes (increases) (ask price), and the price of the underlying asset for an operation, a positive financial result for which is achieved when the price of the underlying asset changes (decreases) (Bid price), at the same time.

4.3.2. The spread can be of two types: fixed and floating.

4.3.3. The type of spread used for Transactions depends on the type of underlying asset and (or) the Client's category, or is selected by the Client on the basis of the tariff plan before the start of Operations, if such a choice is provided by the Forex company. Information about the types of spread applied to a specific type of underlying asset, Client category and / or tariff plan is indicated on the Forex company's website on the global Internet [investby.com](http://investby.com)

4.3.4. The spread Size is displayed in the Forex terminal when sending an order to fix the price of the underlying asset at the time of opening a position and is taken into account when determining the financial result of the Transaction at the time of closing the position.

4.3.5. Client agrees that the Forex company is entitled unilaterally without prior notice to the Customer to change the type and the size of the spread used in a specific underlying asset and (or) the tariff plan of the Client by placing information about it on the website of the Forex company (type of spread) and (or) in the Forex terminal (on the type and size of spread). The changed spread types and sizes are applied after they are placed in the Forex terminal and /or on the Forex company's website and only in relation to newly opened Client positions. In this case, the procedure for calculating the spread remains unchanged and is calculated according to the formula: Spread = (Ask for the underlying asset) – (Bid for the underlying asset).

#### 4.4. Commission for an inactive account.

4.4.1. If there are no open (closed) positions on the Client's account within the last 60 (sixty) days, such account is classified by the Forex company as inactive. For maintenance of inactive account Forex company charges a one-time fee in the amount of \$ 50 and then monthly in the amount of 25 USD (or equivalent amount in the currency of the account) but not more than the amount of the actual balance of the margin account Client.

## **5. THE PROCEDURE FOR INITIATING THE TRANSACTION BY THE CLIENT THE PROCEDURE AND TIMING OF REPORTING**

### 5.1. Initiation by Client of transactions is effected through the Terminal.

There are multiple options to initiate an operation in the Platform by the client. If it is market order (immediate execution): by clicking New Order interactive button followed by clicking BUY and/or SELL. If it is pending order – BUY limit, SELL limit, BUY stop or SELL stop – you should click New Order interactive button, you then should select the relevant order and click Set an

Order. To close a position, click on an open position with the required ticket in the "Tools" window in the "Trade" tab, select "Close position" in the appeared context menu.

5.2. Interaction between the Client and the Forex company when agreeing on the essential terms of Operations in the Terminal takes place by sending the Client requests, offers and/or confirmations; the Forex company responses to requests, as well as confirmations, reports and statements. Documents and messages specified in this paragraph are generated, delivered and logged using the Terminal.

5.3. Reports on operations performed by the Client, expenses incurred and income received are provided to the Client in the Terminal or through the Personal account on the day the Client requests such a report.

## **6. PROCEDURE FOR CLOSING POSITION BY A FOREX COMPANY IF THE CLIENT'S MARGIN SECURITY IS INSUFFICIENT TO MAINTAIN AN OPEN POSITION**

6.1. The Forex company has the right to forcibly close some or all of the Client's open positions without their consent and without any prior notice, if the Margin Security has reached or is below the minimum value set by the Forex company (the Stop-out Level). In this case, the position is closed by the Forex company independently without receiving the Client's order to fix the price of the underlying asset starting from the position with the largest negative difference in the current quotes broadcast in the Terminal (clause 6.4). If the Stop-out level is reached during non-operational hours, the Client's position is forcibly closed at the first available market price.

6.2. Stop-out Levels are set by the Forex company independently and may change from time to time. At the same time, the calculation of the Stop Out level to the Client's Margin security remains unchanged. The Client can get information about the current Stop-out levels on the Forex company's website in the global computer network investby.com.

6.3. The forced closing of the Client's position by the Forex company is accompanied by a corresponding entry in the Forex terminal with the comment "so" in relation to this position, indicating the values of the calculated Margin level indicators.

6.4. If the Client has several open positions when reaching the "Stop-out" level, the Client's position with the largest amount of accrued negative difference in the price of the underlying asset at the current moment is closed first. If after the Forex company forcibly closes the Client's position, the Margin security does not exceed the Stop-out Level, then the next open position of the Client is forcibly closed according to the rules set out in this paragraph.

6.5. Information about other cases of possible forced closing of the Client's positions is specified in sub-clause 7.3.3 of clause 7 of this Agreement.

## **7. RIGHTS AND OBLIGATIONS OF THE PARTIES**

7.1. The Forex company undertakes to:

7.1.1. execute the Client's orders in the manner and on the terms stipulated by the Agreement, Rules, Regulation and other legal documents of the Forex company;

7.1.2. accept margin security to your account and transfer the accepted amount of margin security to the Client's account in the amount provided for by the Agreement, the Rules and other regulatory documents of the Forex company;

7.1.3. return margin security in accordance with the terms of the Agreement upon request, provided that the Client has no outstanding obligations to the Forex company, as well as if such funds are not required to maintain the Client's open positions;

7.1.4. use software that has been verified and approved by the National Forex center as complying with the software requirements established by the National Bank of the Republic of Belarus for the purpose of executing the Agreement;

7.1.5. post information about the terms and procedure of Transactions, the amount of remuneration on the Forex company's website;

7.1.6. provide the Client with reports on the history of operations performed in electronic form; 7.1.7. maintain confidentiality with respect to information that became known to the Forex company during the execution of the Agreement;

7.1.8. place the text of the Rules in a place accessible for viewing and familiarization with them by the Client, and on their website.

7.2. The client undertakes:

7.2.1. read the terms of the Agreement, Rules, Regulations and risk Notification and monitor changes posted on the Forex company's website;

7.2.2. take into account the risks arising from Transactions in order to ensure effective operation on the OTC Forex market;

7.2.3. notify the Forex company within 10 days of any changes in any information previously provided to the Forex company during registration (contact details, changes in the details of the identity document, etc.);

7.2.4. transfer funds to the Forex company's account in order to secure its obligations arising from the execution of the Agreement;

7.2.5. pay remuneration to the Forex company in accordance with the procedure and conditions specified in the Agreement;

7.2.6. regularly check the reports, Transaction history and related documentation available online, and immediately notify the Forex company of any errors or discrepancies found. In the absence of such notification within 48 hours after the transaction, It is considered irrevocably and finally accepted by the Client, together with all its terms and conditions.

7.3. the Forex company has the right to:

7.3.1. postpone, correct or refuse to execute an order for the return of margin collateral if the Client has open positions (open position), as well as in other cases stipulated by the legislation of the Republic of Belarus;

7.3.2. monitor and periodically make changes to the platform's functionality, configuration, interface and content at its sole discretion;

7.3.3. suspend the performance of transactions initiated by the Client under this Agreement by blocking the Client's account in cases provided for by international AML/CFT standards and in cases established by the legislation of the Republic of Belarus. Account blocking implies closing all positions of the Client by independently fixing the price of the underlying asset on the best conditions for the client at a given time, canceling the Client's orders and preventing the issuance of new orders;

7.3.4. to control Operations on the accounts of the Customer, suspend the provision of services under this Agreement in order to fulfill the Law of the Republic of Belarus dated 30 June 2014 № 165-Z "On measures to prevent the legalization of income obtained by criminal means, financing terrorist activity and financing dissemination of weapons of mass destruction";

7.3.5. to provide information about the Client (including personal data) to authorized bodies and persons in cases and order stipulated by the legislation;

7.3.6. require the Client to provide information and documents necessary and sufficient for proper identification of the Client;

7.3.7. at any time unilaterally refuse to execute the Client's orders in the event of the following circumstances:

- violation of the Client's obligations under the Agreement; - if there is information about the Client's attempts to unlawfully use the software provided by the Forex company;

- non-compliance by the Client with the current legislation.

7.4. the Client has the right to:

7.4.1. top up your account on the terms and conditions set forth in the Agreement and the Rules;

7.4.2. at any time, at its discretion, dispose of the available funds on its investment account in the manner and under the conditions provided for in the Agreement and the Rules;

7.4.3. receive reports on Operations in the manner and under the conditions stipulated by the Agreement and the Rules;

7.4.4. contact the Forex company with requests and offers;

7.4.5. appeal the actions of the Forex company in accordance with the established procedure.

## **8. PRIVACY**

8.1. The Forex company guarantees that all personal information received from the Client, information regarding the Client's account, information granting access to this account, such as username and password, as well as other access and authorization codes necessary for making / withdrawing funds to/from the investment account, conducting operations with non-deliverable OTC financial instruments or obtaining account information, is strictly confidential and is not subject to unauthorized disclosure to a third party, except for the following cases, provided by the legislation of the Republic of Belarus.

8.2. The Client agrees not to disclose to third parties personal data that grants access to the platform and the account, as well as other access and authorization codes necessary for making/withdrawing funds to/from the account.

8.3. The Client understands that no one can demand from him full or partial disclosure of confidential information. The client also understands that a breach of confidentiality on their part may lead to unauthorized access to their account and, as a result, possible financial losses.

8.4. The Client understands and agrees that the Forex company is not responsible for the Client's financial losses resulting from the disclosure of confidential information. The Forex company strongly recommends that the Client change the access passwords received from the account in the Forex terminal when they first log in to the Forex terminal.

8.5. The Client agrees to notify the Forex company as soon as he learns or suspects that his access data may have become known to an outsider. In this case, the Forex company will take measures to prevent further use of such Access Data and issue replacement Access Data. The client will not be able to perform Operations or send requests until it receives new Access Data.

8.6. The Client confirms that the Forex company is not responsible for obtaining access to the Client's personal information by unauthorized third parties, including their email addresses, electronic correspondence, personal data and Access Data, in cases when such information is transmitted between the parties or the party and authorized third parties via the global computer network Internet, other means of network communications, SMS message, telephone or any other electronic means.

8.7. If the Forex company receives information that the Client's Access Data may have been obtained by unauthorized third parties, then the Forex company has the right to deactivate the Client's account in the Forex terminal and /or the Client's account in the Personal account. At the same time, the Forex company is not responsible to the Client and third parties for possible losses caused by these actions of the Forex company, since they are in this case committed in conditions of extreme necessity.

8.8. The Client agrees that the Forex company has the right to receive information about the Client directly from the client when filling out various types of applications, questionnaires, electronic registration cards and other documents, as well as from third parties who provide this information on a legal basis.

8.9. The Forex company has the right to disclose information about the Client (including confidential information, including personal data) in the following cases:

8.9.1. if the obligation to disclose information directly arises from legal requirements;

8.9.2. at the request of the criminal prosecution authorities, the court in connection with the preliminary investigation, judicial proceedings;

8.9.3. at the request of the National Bank of the Republic of Belarus, tax authorities, other state body or other organization authorized to exercise control over the activities of the Forex company and (or) the Client;



8.9.4. competent authorities (organizations) on issues related to the investigation and (or) prevention of cases of money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, possible fraud or other illegal activities.

## **9. RISKS. RESPONSIBILITY OF PARTIES**

9.1. The opportunity for profit in the Transactions in the OTC Forex market is inextricably linked to a risk of loss, so Forex company is not responsible for: any losses incurred by the Customer in connection with the use of/change in leverage and (or) caused by adverse for the Customer of price changes on the underlying assets; for forced position closure the Client due to the achievement of Margin Level minimum value (Stop out Level); losses of the Customer caused by the inadequate margin in respect of its open positions; lack of liquidity on the OTC Forex market at any time, i.e. the ability to accept and execute the Client's orders to fix the price of the underlying asset; unavailability of the prices of the underlying assets at any time; losses of the Client caused by a decrease or lack of liquidity, in connection with which the Client was unable to close the position or was forced to accept a price that significantly differed from The client's desired closing price; loss incurred by the Client in connection with the execution of the order with some price slippage; the Client's losses caused by sharp fluctuations in the market and also the forecasts do not take into account market volatility; non-pecuniary damage and (or) any damages, including, in particular, any loss of profit, which may be a direct or indirect result of using the previous strategies, tactics, methods or taking into consideration information on results of Operations in the past and predict future Customer the same results in the future; the Client's losses if they were the result of hacker attacks, failures (failures) computer networks, power electric networks or telecommunication systems that are directly used to negotiate the essential terms of the Transactions or providing other procedures of the Forex company that was not caused by Forex companies; the failure of communications equipment, disconnecting the Client from the Terminal, interference or delay when the Client Operations via the global computer network Internet; results of Operations, decisions on which were made by the Client on the basis of analytical materials provided by the Forex company and / or third parties; loss incurred by the Client in case of incorrect interpretation of information posted on the Forex company's website on the global computer network; loss received by the Client in case of use of the Client's username and password by third parties to whom such account information was transmitted by the Client, or by whom it was obtained illegally/fraudulently; losses incurred by the Client as a result of the Forex company exercising its rights in accordance with the terms of the Agreement.

9.2. The parties shall not be liable for non-performance (improper performance) of their obligations under the Agreement, including compensation for possible losses caused by such non-performance (improper performance), if this was prevented by force majeure (force majeure), which means any action, event or phenomenon beyond the will of the party, that is, which the party could not foresee or prevent, including, but not limited to: strikes, mass riots or civil unrest, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, hurricanes, power outages, as well as events listed in paragraph 9.3 of this section. The party for which the non-performance or improper performance of obligations under the Agreement was caused by the circumstances specified in this paragraph, must inform the other party of such circumstances within 5 (five) calendar days from the date of their occurrence. In the event of force majeure (including if only the client refers to Them) The Forex company has the right to perform any, several or all of the following actions without prior notice to the Client: increase margin requirements; reduce the size of margin leverage; close any or all of the Client's open positions at a price that the Forex company reasonably considers fair; increase spreads; completely suspend the operation of the Forex terminal and its mobile version, or restrict the functionality of the Forex terminal and its mobile version, allowing the Client only to close open positions without granting rights to adjust them or open new positions; refuse to accept and (or) execute the Client's orders; deactivate the Client's account; suspend one or more provisions of the Agreement until force majeure continues; take any other



action (or refrain from taking any action) if the Forex company reasonably considers it appropriate under the circumstances.

9.3. the Forex company is not responsible for non-performance (improper performance) of its obligations under the Agreement, if the reason for this is any or more of the following events: failure of communication or other equipment or software failure, if this is not related to unfair or deliberate actions of the Forex company; suspension of operations on the market, liquidation or closure of any market of basic assets, or the absence of any event on which the Forex company bases the prices of basic assets, or the introduction of restrictions or special or non-standard conditions for performing Operations on any market of basic assets; the issuance by authorized state bodies, self-regulatory organizations or other authorized organizations of acts (regulations, prohibitions, etc.) suspending, prohibiting or making it impossible to execute the Client's orders within the framework of Operations.

## **10. TERMS OF USE OF THE FOREX TERMINAL**

10.1. In accordance with The agreement, the Forex company hereby grants the Client a limited single-user license, which is non-transferable, non-exclusive and fully revocable, to use the Forex terminal for the purpose of performing Operations. A Forex company can use various types of Forex terminals, including their mobile and web versions, and grant the right to use them to its Clients.

10.2. In Addition to other cases specifically stipulated in the Agreement, the Forex company has the right to temporarily suspend Clients ' access to the Forex terminal and (or) the Forex company's Server at any time due to the need for their maintenance, Troubleshooting and (or) software modification. These actions will be performed by the Forex company solely for the purpose of improving the quality of services provided or preventing or minimizing possible losses of the Client, the Forex company and (or) third parties. The Forex company will try to carry out the necessary maintenance of the Server only during non-operational hours, however, if necessary, it may deviate from this rule.

10.3. The client acknowledges and agrees that he alone is responsible for ensuring the availability and maintenance of relevant equipment required to use the Forex terminal, which includes at least a personal computer or a mobile phone or a tablet (depending on the type and version of Forexterminal) with access to the global computer network Internet (hereinafter in this section – Internet) and landline connection (for submitting orders by phone). The availability of Internet access is in any case necessary for Operations, so the Client must take the necessary steps to configure their equipment in advance to provide Internet access, as well as maintain the necessary balance of the personal account with the provider that provides the Client with Internet access, excluding disconnecting the Client's equipment from the network due to insufficient funds. All expenses related to Internet connection are borne by the client independently and at Their own expense. The Forex company is not responsible for delays in the operation of the Forex terminal and (or) the Forex company's website, which are the result of incorrect configuration of the Client's hardware or their inept use, or violations of the communication or other equipment of the Client and (or) the provider providing the Client's Internet access, or a failure in the software used by the Client and (or) the provider providing the Client's Internet access.

10.4. The client guarantees that before you can use the Forex terminal will install the proper software protection, security and integrity of his computer or mobile phone or tablet, and take other necessary measures to protect the used operating system and other software from computer viruses or other similar harmful programs, information or data that can potentially cause harm to a Forex site, Forex website-the company, its Server or other systems a Forex company. In the future, the Client undertakes to protect the Forex company from any illegal transmission of a computer virus or other harmful data from his personal computer or mobile phone or tablet to the Forex terminal, the Forex company's website, its Server or other systems of the Forex company. The Forex company will not be liable to the Client if the operating system or other programs used

on their personal computer or mobile phone or tablet damage, destroy and/or format their transaction reports and / or other Transaction data.

## **11. PROHIBITED ACT**

11.1. When working with the Forex terminal and / or on the Forex company's website, as well as when communicating with other Forex company systems, the Client is absolutely prohibited from performing any of the following actions:

11.1.1. use, without the prior written consent of the Forex company, any software that analyzes the performance (functionality) of the Forex company's systems, in particular the Forex terminal, Server and (or) the Forex company's website, in order to identify shortcomings in such systems and use them for their own purposes, including without self-interest;

11.1.2. intercept, track, change or damage any messages and other information that is not intended for him as a recipient, except in the case of receiving this information due to a technical failure of the Forex company's systems that occurred through no fault of the Client. In the latter case, the Client must immediately inform the Forex Company of this fact and delete the mistakenly received information from all their data carriers on which it may have been stored, as well as from the archives of e-mail;

11.1.3. use any virus programs that can steal information, change its content, otherwise damage the information or delete it, as well as cause other harm to the Forex terminal, Server, Forex company website and (or) other Forex company systems;

11.1.4. perform actions that may violate the integrity of the Forex company's computer systems, including the Forex terminal, or cause such systems to malfunction, or stop the operation of these systems;

11.1.5. attempt to access or perform illegal access to the security systems installed by the Forex company, including the means used to ensure the security of the connection when the Forex company's clients work with the Forex terminal, the Forex company's website and (or) other Forex company's systems;

11.1.6. perform actions that may lead to unauthorized access to and / or use of the Forex terminal;

11.1.7. send mass requests to the Server that may cause delays in their execution time and (or) cause other delays in the Server operation.

## **12. CONSULTING, INVESTMENT ADVICE**

12.1. The Client agrees and acknowledges that as part of the execution of the Agreement, the Forex company does not have any obligations to the Client to provide him with any advice or advice regarding the Client's transactions with non-deliverable OTC financial instruments, including the choice of types of underlying assets, the expected time of opening and (or) closing positions, the application of a particular investment strategy. The client independently decides on the basis of their own opinion and on their own responsibility how to manage their account, when and what orders to send to the Forex company.

12.2. The Forex company has the right, from time to time and at its own discretion, to provide personally to the Client (or to an indefinite number of persons) information messages that it can place on its website on the global computer network or in a Forex terminal, or send by email or otherwise, market news, expert comments or other information. However, the provision of this information will not be considered as part of the Forex company's services provided to the Client, and in any case:

12.2.1. The Forex company will not be responsible for the Clients ' use of this information when making Transactions;

12.2.2. The Forex company does not make any guarantees as to the accuracy, correctness or completeness of such information, or as to the financial or legal consequences of using this information when making Transactions;

12.2.3. This information is provided only to allow the Client to make their own investment decisions, and does not constitute Forex investment advice or Transaction advice;

12.2.4. If the provided information is sent to a specific recipient or group of persons for whom it is intended, the Client agrees that it will not pass this information on to any other third party;

12.2.5. The Forex company does not ensure that the Client receives this information by a certain time and does not guarantee that the Client will receive such information at the same time as other clients or other persons;

12.2.6. It is understood that the specified market news, expert comments or other information provided or made publicly available by the Forex company may be changed, deleted or withdrawn by the Forex company at any time without any warning.

### **13. SECURITY OF PERSONAL DATA. PRIVACY**

13.1. The Client agrees to keep secret and not disclose to anyone their personal data for the use of the Forex terminal and (or) the Client's Personal Virtual Account (Personal account), which for the purposes of the Agreement means the Client's login (user name) in the Personal account, the client's unique code, as well as access passwords (hereinafter collectively and separately referred to in this section as Access Data). The Forex company strongly recommends that the Client change the access passwords received from the account in the Forex terminal when they first log in to the Forex terminal.

13.2. The client should not write down their credentials on paper, store them in unprotected files on a personal computer, mobile phone or tablet. If a customer receives a written notification (including an electronic one) containing their Access Data, They must remember it and immediately destroy the notification.

13.3. The Client agrees to notify the Forex company as soon as he learns or suspects that his Access Data may have become known to an outsider. In this case, the Forex company will take measures to prevent further use of such Access Data and issue replacement Access Data. The client will not be able to perform Operations or send requests until it receives new Access Data.

13.4 The Client agrees that he will cooperate with the Forex company in any investigation that it has the right to initiate at any time in order to detect and (or) prevent the misuse of Access Data.

13.5. The Client confirms that the Forex company is not responsible for obtaining access to the Client's personal information by unauthorized third parties, including their email addresses, electronic correspondence, personal data and Access Data, in cases when such information is transmitted between the parties or the party and authorized third parties via the global computer network Internet, other means of network communications, SMS message, telephone or any other electronic means.

13.6. If the Forex company receives information that the Client's Access Data may have been obtained by unauthorized third parties, then the Forex company has the right to deactivate the Client's account in the Forex terminal and /or the Client's account in the Personal account. At the same time, the Forex company is not responsible to the Client and third parties for possible losses caused by these actions of the Forex company, since they are in this case committed in conditions of extreme necessity.

13.7. The Client agrees that the Forex company has the right to receive information about the Client directly from the client when filling out various types of applications, questionnaires, electronic registration cards and other documents, as well as from third parties who provide this information on a legal basis.

13.8. The Forex company has the right to disclose information about the Client (including confidential information, including personal data) in the following cases:

13.8.1. if the obligation to disclose information directly arises from legal requirements;

13.8.2. at the request of the criminal prosecution authorities, the court in connection with the preliminary investigation, judicial proceedings;

13.8.3. at the request of the National Bank of the Republic of Belarus, tax authorities, other state body or other organization authorized to exercise control over the activities of the Forex company and (or) the Client;

13.8.4. competent authorities (organizations) on issues related to the investigation and (or) prevention of cases of money laundering, financing of terrorist activities and financing of proliferation of weapons of mass destruction, possible fraud or other illegal activities;

13.8.5. if it is reasonably necessary in order for the Clients to perform Operations and provide ancillary services by the Forex company under the Agreement;

13.8.6. when the Forex company checks the Client for the presence of their personal data in the relevant databases of government agencies (agencies, bureaus, services), other organizations that collect and provide information about individuals in order to prevent the legalization of proceeds from crime, the financing of terrorist activities and the financing of the proliferation of weapons of mass destruction, the fight against fraud and other illegal activities;

13.8.7. professional consultants of the Forex company, which, in particular, include auditors, lawyers, tax consultants, security specialists, provided that in each case the relevant professional consultant will be informed about the confidential nature of the information provided and the need for this person to observe confidentiality in relation to the information received;

13.8.8. third-party organizations that provide services to the Forex company for the creation, storage and (or) processing of databases (including in electronic form), accounting, postal services, messaging services or other similar services, mobile operators and other organizations engaged by the Forex company for the proper provision of services, the exercise of their rights and obligations under the Agreement. In this case, the information will be provided only to the extent necessary to provide the relevant services;

13.8.9. if it is necessary for the Forex company to exercise or protect its legal rights and interests in a court, arbitration, government Agency or other organization;

13.8.10. at the Client's request or with their consent;

13.8.11. to its separate divisions or other organizations that are part of the holding company together with the Forex company, or in relation to which the Forex company is a subsidiary economic company;

13.8.12. in respect of persons who are American taxpayers to the tax authorities of the Republic of Belarus, which in turn will report this information to the IRS for the purpose of execution of provisions of the Foreign Account Tax Compliance Act (FATCA), the United States and the relevant Agreement between the Government of the Republic of Belarus and the government of the United States of America to improve international tax compliance rules and the implementation of the Law of the United States of America on tax control accounts in foreign financial institutions.

13.9. the Forex company has the right to record telephone conversations between the Client and employees of the Forex company and store these records for an indefinite period of time. These recordings will be sole property of Forexample and may be used as evidence as the fact of such conversations and actions of Customers (e.g., transfer orders fixing price of the underlying asset over the phone).

13.10. the Forex company will form and keep a record of its obligations for each of the clients and store this information, including that containing the Client's personal data, for at least two years from the date of performance by the parties of all obligations under the Agreement.

#### **14. TAXATION**

14.1. Investment in financial instruments may be taxed depending on the jurisdiction of the country where the Customer lives. The client should seek independent tax advice based on their country of residence. The Forex Company does not advise clients in the field of taxation.

14.2. The Client understands and agrees that the Forex company may incur expenses in connection with the payment of certain taxes for the Client (Stamp tax, transfer tax or other taxes



that may arise in connection with the withdrawal of funds to the Client) and agrees that this tax is deducted by means of funds from the Client's account.

14.3. Also, depending on the jurisdiction of the Client's country of residence, certain types of taxes may be imposed on transactions with non-delivery instruments, and the Client agrees that these taxes will be deducted from the Client's Account.

## **15. PROCEDURES FOR DETERMINING THE PRICES OF UNDERLYING ASSETS**

15.1. The source of information for determining quotes is information about quotes from the liquidity provider - Neo Premium Investments (NPI) Ltd (previously named Concorde Investments (Cyprus) Ltd), a company duly registered under the Laws of Cyprus with Registration Number 300828 regulated by the Cyprus Securities and Exchange Commission ("CySEC") with license number 189/13.

15.2. The Forex company executes the Client's orders to fix the price of the underlying asset when performing operations with non-deliverable OTC financial instruments on the best conditions for the client at the moment.

15.3. All quotes that the client receives through the terminal are indicative and represent the best Bid price available on the market and the best Ask price available on the market, received from the liquidity providers.

15.4. A Forex company is entitled to remove from the quote base of the server information about a nonmarket quotation. Transactions made on non-market quotes are canceled.

15.5. After receiving quotes from the liquidity provider, the Forex Company has the right to change the received quotes before submitting them to The client in the Terminal to the amount of its remuneration(spread).

## **16. REPRESENTATIONS AND WARRANTIES**

16.1. The client declares and guarantees a Forex company the following:

16.1.1. The client is at least 18 years old, or is it up to that age in accordance with legislation is recognized as fully capable;

16.1.2. The client is of sound mind, able to make their own decisions and be responsible for them, not limited in legal capacity or declared incapable;

16.1.3. there are no restrictions, including those established by the court or arising from the client's nationality, citizenship (citizenship) or religion, on the Client's participation in transactions with financial instruments;

16.1.4. All actions performed in accordance with the Agreement will not violate the laws applicable to the Client or the laws of the jurisdiction in which the Client resides (or is a resident) or with which the funds used by the Client for Transactions are linked;

16.1.5. The Client does not act on behalf of or in favor of a third party, all Transactions will be performed solely on behalf of and in favor of the Client. The client can act on behalf of and (or) in favor of a third party only if the Forex company agrees in writing to do so, and the Client, in turn, provides all necessary documents confirming its authority, as well as relevant information about the person on behalf of and (or) in favor of whom Operations will be performed under the Agreement;

16.1.6. All information provided by them under the Agreement, including in the electronic registration card of the Client, is true, accurate and complete in all aspects, and the documents submitted are official and valid. The client undertakes to keep the information provided up to date throughout the entire term of the Agreement;

16.1.7. The Client has carefully read the Agreement, transaction Rules and Regulations, the text of these documents is clear to him, and he agrees to be guided by them when making Transactions;

16.1.8. The funds used by the Client to perform Operations are not proceeds of crime;



16.1.9. The Client has never directly or indirectly participated and is not currently participating in the financing of terrorist activities and / or the financing of the proliferation of weapons of mass destruction;

16.1.10. The client is not a us taxpayer;

16.1.11. The Client is not a foreign public official, an official of public international organizations, a person holding positions included in the list of state positions of the Republic of Belarus determined by the President of the Republic of Belarus, a member of their families and / or a person close to them (hereinafter – a Public person). If the client becomes a Public person during the execution of the Agreement, he must immediately notify the Forex company;

16.1.12. The client understands the meaning of financial Operations;

16.1.13. The client is aware of the risky nature of the Operations, and familiarized with the risk disclosure statement and agree to accept them;

16.1.14. The Client has regular access to the global computer network and the Client agrees to receive information related to the execution of the Agreement by posting it on the official website of the Forex company on the global computer network or by using e-mail. This rule applies to any information, including, but not limited to, information about changes in the terms of the Agreement, rules for transactions, types and (or) amounts of remuneration of the Forex company, the operating mode of the Forex company, suspension of the operation of the Forex terminal.

## **17. AGREEMENT VALIDITY PERIOD AND TERMINATION PROCEDURE**

17.1. The Agreement comes into force from the moment the Client performs all the necessary actions necessary for accepting the Forex company's public offer specified in the Agreement, and is valid until the Parties fully fulfill their obligations under it.

17.2. The agreement may be terminated by agreement of the Parties.

17.3. Forex the company has the right unilaterally to refuse execution of the Agreement in case of: decision on termination of its activities in the OTC Forex market, changes in legislation, making it impossible to continue the execution of the Agreement; the Client fails to fulfil its obligations under the Agreement; the breach by Customer of the representations and warranties granted pursuant to paragraph 16.1. Agreement; non-Client documents (information) required for identification of participants of financial transactions in accordance with the legislation on prevention of legalization of income obtained by criminal means, financing terrorist activity and financing dissemination of weapons of mass destruction, and also have the Forex reasonable suspicion in legalization of the Client's proceeds of crime or financing of terrorist activities or the financing of proliferation of weapons of mass destruction; the Client's failure to submit a questionnaire within 3 months from the moment of receiving the request to determine the Client's category necessary for updating his data, in accordance with the rules for performing transactions; the client's account has not been Processed within the last calendar month;

17.4. The client is entitled to refuse the execution of the Agreement, subject to the fulfillment of all its obligations under the Agreement: in case of disagreement with the changes in the terms of the Agreement, including those relating to species and (or) remuneration brokerage companies; in case of disagreement with the changes to Rules of execution of transactions; for other reasons not inconsistent with the Agreement, subject to the directions of the Forex notice (statement) not later than 15 (fifteen) business days before the proposed date of termination. In case of refusal to execute the Agreement, the Client undertakes to close all positions and fulfill other obligations under the Agreement. The agreement can be considered terminated only after the Client has fulfilled all its obligations under the Agreement.

17.5. If the Forex company or the Client renounces the Agreement in the cases provided for in clauses 16.3 or 16.4 of this section, from the moment the second party receives the relevant notification of renouncing the Agreement:

17.5.1. The term of performance of all ongoing and current obligations of the Client to the Forex company is considered to have come and all amounts payable By the client to the Forex company are due for immediate payment;

17.5.2. The client is obliged not later than the next working day to close all their open positions. After the specified time, all open positions of the Client will be closed by the Forex company forcibly;

17.5.3. Forex company may limit the functionality of Forex terminal, giving the Customer the ability to close out open positions without rights for their adjustment or to open new positions, and after the time specified in subparagraph 16.5.2. of this paragraph is to cease to provide Customer access to the FX terminal.

17.5.4. The Forex company has the right not to accept and (or) execute the Client's orders to open new positions, as well as to make changes to already opened positions, except for orders aimed at closing them;

17.5.5. The Forex company has the right to hold the funds deposited by the Client as margin security until the Client fully fulfills all its obligations under the Agreement, including in terms of making settlements on transactions. At the same time, for the purposes of settlement, the Forex company has the right to combine the Client's obligations and the client's margin security, which are recorded on different Client accounts, into a single balance and make mutual settlements on it;

17.5.6. The Forex company has the right to independently debit the funds due to it from the Client at the Expense of the client's margin collateral. In addition, for purposes of settlement Forex the company is entitled to withdraw funds in the currency of commitment in a currency other margin other than the currency of the Customer's obligations, the rate of conversion of foreign currency, calculated on the basis of the official exchange rate of the Belarusian ruble against foreign currencies set by the National Bank of the Republic of Belarus on the day of payment.

17.6. Unless otherwise specified by the parties to the Agreement in writing, the Forex company shall refund to the Client the funds remaining after the Client has fulfilled all its obligations under the Agreement (hereinafter referred to as the moment of fulfillment of obligations), within 10 (ten) business days from the moment of fulfillment of obligations. The Bank account to which the funds are returned must be opened exclusively in the name of the Client, in order to confirm this, the Client must submit the relevant Bank certificate or a copy of the agreement with the Bank on opening a Bank account. The transfer of funds in favor of third parties is not possible. If the reason for termination of the agreement is the inclusion of the Client in the list of organizations and individuals involved in terrorist activities determined in accordance with the law, the Forex company freezes the client's funds.

## **18. SPECIAL PROVISIONES**

18.1. The Client confirms that they consent to the possibility of their participation in advertising games, promotions and other similar events held by the Forex company.

18.2. A Forex company is entitled to unilaterally change the terms of the Agreement. If the Forex company unilaterally changes the text of the Agreement, the Forex company notifies the client about It in the following order:

18.2.1. by posting on the Forex company's website on the global computer network Internet changes to the terms of the public offer for concluding an agreement on performing transactions with non-deliverable OTC financial instruments by an individual (hereinafter referred to as the Public offer) or by placing the specified Public offer in a new version (subject to the changes made);

18.2.2. if at the time of conclusion of The agreement by the Client on the Forex company's website on the global computer network, along with the current version of the Agreement (Public offer), the text of changes to the Agreement (Public offer) or the text of the Agreement (Public offer) in a new version (taking into account the changes made) with a reservation about their entry into force after the conclusion of the Agreement in the current version, a separate notification of the Client about the change of the Agreement is not required;

18.2.3. unless otherwise provided in individual provisions of the Agreement, changes Forex company unilaterally, the Agreement shall become effective upon their posting on the website the

Forex company in the global computer network Internet or on a later date, expressly stated Forex company in making these changes and bringing them to the attention of the customers.

18.3. A Forex company is entitled to unilaterally change the Rules on affecting of transactions. In this case, the Forex company notifies the Client about this by posting information on the Forex company's website or by sending an email to the Client no later than 10 (ten) calendar days before the date of entry into force of the changes.

18.4. the Client agrees that the Forex company and/or a third party with whom the Forex company has entered into an agreement may send SMS messages and e-mails of an advertising and informational nature, including in automatic mode, to the client's phone numbers (including mobile ones) and e-mail, respectively.

18.5. The client confirms that he is aware of his right to demand from the brokerage company an immediate cessation of placement (distribution) of advertising in your address by contacting Forex-the company with the corresponding statement.

18.6. All disputes and disagreements between the Forex company and the Client arising from the execution of the Agreement are resolved through negotiations. The client and the Forex company will make every effort to resolve any dispute in a peaceful, fair and constructive manner. The pre-trial claim procedure for dispute settlement is recognized as mandatory. The written claim is subject to review within 30 calendar days from the date of its receipt. If no agreement is reached, disputes are considered in court at the location of the Forex company in accordance with the procedure provided for by the legislation of the Republic of Belarus.

18.7. In all other matters that are not regulated by the Agreement, the parties are guided by the current legislation of the Republic of Belarus and customs of international business turnover applied in the field of activity on the OTC Forex market.