RULES
for Trading with Non-Deliverable OTC
Financial Instruments in CJSC “Capital Com Bel”

1. TERMS AND DEFINITIONS

1.1. The Rules for Trading with Non-Deliverable OTC Financial Instruments in CJSC “Capital Com Bel” (hereinafter referred to as the Rules) have been developed in accordance with Edict of the President of the Republic of Belarus No.231 “On Carrying out Activities in the Over-the-counter Forex Market” dated June 4, 2015, Resolution of the Board of the National Bank of the Republic of Belarus No.69 “On Approval of the Instruction on Setting Requirements to Organizing Internal Control and Risk Management in Forex Companies, the National Forex Center” dated February 12, 2016, Resolution of the Board of the National Bank of the Republic of Belarus No.64 of “On Approval of the Instruction on the Requirements to Content of the Rules of Conducting Transactions in Non-Deliverable Over-the-counter Financial Instruments Approved by Forex Companies, Banks, Nonbank Financial Institutions, the National Forex Center” dated February 9, 2016, Resolution of the Council of Ministers of the Republic of Belarus and the National Bank of the Republic of Belarus No.123/5 “On Determining Underlying Assets in Transactions with Non-Deliverable OTC Financial Instruments” dated February 15, 2016, and other applicable legislative acts.

1.2. The Rules shall establish the procedure of trading with non-deliverable OTC financial instruments by CJSC “Capital Com Bel” (hereinafter referred to as the “Forex Company”). A transaction in non-deliverable OTC financial instruments (hereinafter referred to as the “Transaction”) shall be an OTC transaction and shall consist of the following two parts – opening and closing of the position. It shall not provide for the rights and shall not impose the obligations to buy (sell) the underlying asset, but creates the obligation to pay (the right to receive) the amount of the difference between the price of the underlying asset at the time of opening the position and the price of the underlying asset at the time of closing the position.

1.3. The following terms and definitions shall be used for the purposes of the Rules:

Ask shall mean the higher price in the quote. The price at which the Client can buy a financial instrument.

Bid shall mean the lower price in the quote. The price at which the Client can sell a financial instrument.
Account (Client’s ID) shall mean the Client’s account with a unique number, opened in the platform for accounting of deposit and the results of the transactions completed by the Client.

Base currency shall mean the first currency in the currency pair, which the Client can buy or sell for the quote currency.

Quote currency shall mean the second currency in the currency pair, which the Client can buy or sell for the base currency.

Account currency shall mean the currency in which the amounts of all transactions in the Client’s account are nominated and calculated.

Currency pair shall mean the object of the Transaction in non-deliverable OTC financial instruments that represents the ratio of the value of two foreign currencies (the base currency and the quote currency).

Long position (Buy) shall mean an open position in which the positive financial result of the Client on the Transaction is provided in case of a positive change (increase) in the price of the underlying asset.

Closed position shall mean the second part of the Transaction performed by sending an order to the Forex Company to fix the price of the underlying asset or by self-fixing the price of the underlying asset by the Forex Company when the Client’s margin is insufficient to maintain an open position, or in other cases stipulated by these Rules and (or) the Agreement on conducting transactions in non-deliverable OTC financial instruments with the Forex Company.

Client shall mean the individual or the legal entity that has concluded the agreement on performing transactions in non-deliverable OTC financial instruments with the Forex Company.

Overnight commission fee shall mean the remuneration paid for the transfer of an open position to the next day (trading day).

Contract for difference (CFD) shall mean the object of transactions in non-deliverable OTC financial instruments, which is based on one of the following underlying assets: securities, futures contracts, options, precious metals, oil, stock indexes.

Short position (Sell) shall mean an open position in which the positive financial result of the Client on the Transaction is provided in case of a negative change (reduction) in the price of the underlying asset.

Quote shall mean the price of the underlying asset at a certain point in time, expressed in the form of Bid and Ask.

Log file shall mean the file in which, up to a millisecond, all requests and instructions received from the Client, as well as the results of their processing, are recorded.

Locked positions shall mean long and short positions of the same volume, opened for the same instrument on the same account.

Marginal leverage shall mean the ratio of the amount indicated in the Client’s order on fixing the price of the underlying asset when opening a position and the amount of deposit used to maintain the open positions.

Margin Requirement (“Margin”) shall mean a part of the funds in the Client’s account required for opening a position.
Non-market quotation – a quotation that meets the following conditions in common:
a) the presence of a price gap, which in the opinion of the Forex company is significant at a
given time; b) the return of the price within a short period of time to the initial level with
the formation of a price gap; c) the absence of rapid price dynamics before the appearance
of this quotation; d) the absence at the time of macroeconomic events and/or corporate news
that have a significant impact on the price of the underlying asset. Forex company has the
right to remove from the database of quotations on its server and in the Platform information
about non-market quotation, not to open or close positions on this quotation, and in the case
of a Transaction on this quotation (opening or closing a position) – to cancel this transaction
without incurring obligations between the parties to the Agreement

Operational day shall be the time interval from 00:00:00 to 23:59:59 UTC+3, except
for days off and holidays.

Operational time shall mean the time interval within the operational day during which
it is possible to perform Operations and send orders for specific types of underlying assets.
The operational time in terms of underlying assets is set in the Platform. For the purpose of
additional notifying, this information may be posted on the website of the Forex Company.
Outside the operating time of the underlying asset, performance of Operations and the
direction of orders on it shall be impossible

Order shall mean the Client’s order to carry out certain actions in the Platform in
relation to the Operations it performs (for example, fixing the price of the underlying asset,
establishing (changing) the Stop Loss levels and/or Take Profit) levels.

Stop Loss Order shall mean the Client’s order in case of change in the price of the
underlying asset unfavorable to the Client in order to fix losses, to close a certain open
position when the current price of the underlying asset reaches the established price level
(the Stop Loss level). At the same time, the order is fulfilled at long positions at the bid price
(Bid), and at short positions - at the demand price (Ask).

Take Profit order shall mean the Client’s order in case of a favorable change in the price
of the underlying asset for the purpose of profit taking to close a certain open position when
the current price of the underlying asset reaches the set price level (Take Profit level). At the
same time, the order is fulfilled at long positions at the bid price (Bid), and at short positions
- at the demand price (Ask).

The open position shall mean the first part of the Transaction carried out by sending an
order to the Forex Company to fix the price of the underlying asset.

Pending order shall mean the order to fix the price of the underlying asset in the future
under specified conditions given by the Forex Company’s Client.

Floating profit/loss shall mean unrecorded profits (losses) on open positions at current
values of quotes.

Price slippage shall mean the market conditions under which it becomes impossible to
accurately execute the Client’s order at the price desired by the Client. If execution is
performed under better conditions than those expected by the Client, the so-called “positive
slippage” occurs, while “negative slippage” occurs under the worst conditions.

Point shall mean a low-order unit in the underlying asset quote.

The mode of operation shall mean the working day duration of the Forex Company (the
time period is from 9:00 a.m. to 6:00 p.m. daily, except for weekends and holidays, as well as other days declared as holidays or days off in the prescribed manner).

Forex Company website shall mean the website of the Forex Company located on the Internet at: https://capital.com.by/.

The financial instrument session is the time interval when conducting Transactions in non-deliverable OTC financial instruments is allowed in the platform.

Tick shall mean the minimum possible change in the price of the underlying asset.

The Margin Call level shall mean the margin level value established by the Forex Company, the achievement of which means a low level of deposit of the Client and the need for its increase due to contribution of additional cash by the Client. Upon reaching the Margin Call level, the Client receives a notification by email, the ownership of which by the Client is confirmed to the Forex Company as part of execution of the Agreement.

The Stop Out level shall mean the minimum value of the Margin level set by the Forex Company, upon reaching which the Client’s open positions are forcibly closed (due to insufficient funds to maintain them) by self-fixing the price of the underlying asset. The procedure for the forced closure of the Client’s positions shall be determined by these Rules and the Agreement. The Stop Out levels shall be set in the Platform parameters.

Platform (investment platform) shall mean the specialized software and hardware complex, through which the Client can conduct Transactions via the Internet, including to agree about the essential conditions of the Transactions with the Forex Company and record the agreed terms and content of the placed and canceled orders. The platform allows the Client to receive financial information from international financial markets, send inquiries to the Forex Company, and receive confirmations and reports from it. The platform shall provide identification of the Parties (confirmation of the authenticity of the Parties) exchanging messages, as well as confidentiality and integrity of the messages themselves using the built-in cryptographic protection. The specified software and hardware complex shall include the online platform and its mobile application, as well as other systems used by the Forex Company for the purpose of performance of the Agreement. The services stipulated by these Rules shall only be rendered after the inspection at the National Forex Center of the Republic of Belarus, as a result of which the specified software and hardware systems are found to meet the requirements established by the National Bank of the Republic of Belarus.

2. **Underlying Assets**

2.1. Forex company perform Operations with the following underlying assets: foreign currency, precious metals, oil, securities, stock index values, futures contracts.

2.2. The full list of financial instruments offered by the Forex Company to Clients for conducting Transactions in the OTC Forex market are specified in the Annex 1 to these Rules.

3. **The Procedure and Sources of Obtaining the Forex Company Quotes**

3.1. The Forex Company receives the information about the quotes (prices for underlying assets) from liquidity providers, with which the relevant contracts for conducting
transactions in non-deliverable OTC financial instruments in the Forex market are concluded.

3.2. The quotes published on the website and broadcast on the Forex platform by all financial instruments are indicative and displayed in the real time mode, generated by market conditions and the liquidity provided by liquidity providers. Current quotes in the Forex Company’s Platform may differ from those received from other sources.

3.3. Quotes are set in the streaming mode, which implies a mechanism for providing information about quotes to the Client without a request, when the Client sees an indicative quotation flow in the real time mode for which they can send an order for a Transaction at any time.

3.4. The liquidity supplier for the Forex Company shall be Capital Com SV Investments Limited registered under the law of the Republic of Cyprus, registration number HE 354252.

4. Methods of Interaction with the Client. Procedure of Providing the Clients with the Information Required for Conducting Transactions

4.1. The tools of communication used by a Forex company to receive, process and execute customer orders to fix the price of the underlying asset is the Platform and (or) its mobile version. The Client may access the Platform by entering the login and password. The procedure for storing information on such orders is reflected in the clauses. 4.7., 4.8. of this Rule.

4.2. Submission, processing and execution of orders by the Client are carried out via the Platform. Thus, the Platform allows the Client to coordinate the essential conditions of the Transactions and to record the agreed conditions with the Forex Company. Accordingly, the Platform reflects the Transactions performed by the Client, open positions, pending orders, as well as other actions of the Client stipulated by these Rules, the Agreement and the Regulations.

4.3. The Platform keeps record of the funds in the Client’s account in terms of the following parameters: Balance, Equity, Margin (Collateral), Free Margin (Available Funds).

- **Balance** = amount of deposit.
- **Equity** = amount of deposit + floating profit - floating loss.
- **Margin (Collateral)** is a part of the margin required for opening and maintaining open positions.
- **Free Margin (Available)** = Equity - Margin (Collateral).

4.4. Submission, processing and performance of orders are performed exclusively during the transaction day, taking into consideration the operating time of the individual underlying asset.

4.5. The number of orders sent by the Client per unit of time may be limited by the technical capabilities of the Platform.

4.6. The essential terms of the Transaction (its parts) that are to be agreed shall be as follows: underlying asset name; the Transaction amount (for currency pairs - the amount of the base currency, for other financial instruments - the amount of the underlying asset in physical terms (stocks, barrels, contracts, etc.)); Transaction type (to purchase – Buy, to sell
- Sell); underlying asset price (if applicable for the selected type of execution); order number (when closing the Transaction, placing Stop Loss and Take Profit pending orders, changing (modifying) the placed orders).

47. All actions performed in the Platform by Clients, employees of Forex Companies, administrators of the Platform, shall be recorded and displayed in logs on the server side of the Forex Company. All logs have built-in integrity monitoring and in case of deletion/modification, the place of the first modification shall be highlighted with the red background when viewing log files. Logs shall be stored on the Forex Company server for at least five years.

48. Reporting on the Transactions initiated by the Client, including the expenses incurred, income received, is provided to the Client in the reports section of the Platform.

5. Types and Calculation Method of Remunerations of the Forex Company for Conducting Transactions

5.1. The Forex Company shall be entitled to charge the following types of remuneration from the Clients for the Clients’ Transactions: overnight commission, spread, dividend commission and the “Guaranteed Stop Loss” commission. Payment of remuneration of the Forex Company is made out of the amount of deposit of the Client in the account currency.

5.2. Overnight commission fee. For open positions, transferred to the next trading day, the overnight commission is charged. The amount of the overnight commission depends on many factors, the main of which are as follows: current market interest rates on central bank loans in national currencies, the price dynamics of the underlying asset for which the Transaction is made, the state of the forward market, the overnight rate of the liquidity provider.

The amount of the overnight commission fee is set as a percentage. The overnight commission amount shall be calculated as the product of the open position and the overnight commission amount and converted into the account currency at the exchange rate of the Platform. The amount of the position shall be determined by the Client when submitting the order to fix the price of the underlying asset. The amount of the overnight commission shall be specified in the Platform.

The overnight commission amount is charged in the Platform and changes the balance of the Client's account at the time of the transfer of the open position to the next day. Commencement of calculating the overnight commission depends on the time of the closing of the financial instrument session.

5.3. Spread shall mean the difference between the price of the underlying asset of the Transaction, the positive financial result of which is achieved with a positive change (increase) in the price of the underlying asset, and the price of the underlying asset for the Transaction, which has a positive financial result achieved with a negative change (reduction) of the price of the underlying asset at the same moment.

All financial instruments of the Forex Company have a floating spread. The spread size is displayed in the Platform in points and is taken into consideration when determining
the financial result from the completed Transaction at the moment of closing the position.

54. Dividend commission. If there are open positions in financial instruments based on securities as of the date of fixing the register of the company issuing shares (ex-dividend date or simply ex-date), the Client may be credited to the account (at the buy position) or deducted from the account (at position for sale) the dividend commission determined by the following formula:

\[ Cd = Q \times D, \]

where \( Cd \) is the dividend commission, \( Q \) is the number of shares, \( D \) is the amount of dividends per one share (at the buy position, the amount of dividends per share after tax). The dividend commission shall be credited to the account/deducted from the account within 5 days after fixing the register.

55. Commission for the “Guaranteed Stop Loss”. The Forex company will ensure the closing of the position at the price specified in the order, regardless of the market prices, and thus protect the Client from price slippage. The Commission is deducted from the client's deposit only if the GSL order is triggered.

The commission amount shall be set as a percentage and shall depend on the financial instrument selected by the Client. The percent shall be displayed in the Platform at placing the GSL order.

The commission amount shall be calculated by the following formula:

\[ GSL = R \times OP \times P \]

\( R \) is the commission amount in percent;
\( OP \) is the open position amount (amount of the purchased/sold underlying asset);
\( P \) is the price of the underlying asset established in the GSL order (the price at which the Client wishes to close the position, regardless of whether there is a quote in the market).

6. Personal Account

61. Personal account (ID Clients) is opened by the Client in the Platform.

62. To access the Platform for the first time, the Client should fill in the registration forms (provide information about them and answer a number of questions), download the documents required by the Forex Company, go through the identification procedure and accept the documents proposed for review by the Company. If the Client has already created an account in the Platform, in order to go through the authorization procedure, the Client needs to click the “Login” button on the Forex Company website. As a result, a form will be displayed to log into the Platform. The Client must enter the login (email address) and password in the appropriate fields and click the “Login” button. In order to ensure information security, the password entered is displayed as a sequence of points.

Client access to the Platform and, hence, to the Personal Account is granted round the clock.

63. The Personal account consists of the following sections:
   - Trade
   - Analytics
   - Charts
In the “Analytics” Section, the Client is offered a variety of analytical materials, statistical information on various financial markets, economic news and training videos.

In the "Charts" Section, information on the financial instruments price dynamics for any period of time is presented in a graphical form.

There are two tabs in the “Portfolio” Section - the “Positions” and “Orders”. In the “Positions” tab, one can view all the positions in the account that are currently open, and in the “Orders” tab, one can view all the pending orders to open a position that are currently placed.

There are two tabs in the “Reports” Section - the “Transactions” and “Activity”.

By selecting the “Transactions” tab, one can view all the movements on the account for a selected period of time that contributed to the change of the deposit. By selecting the “Activity” tab, one can view all the actions with open positions and orders in the account for a specified period of time.

The Client can send the Generated Reports to their e-mail.

The Client can do the following in the Settings section:
- change platform settings – language, time zone, period and type of graphs;
- change the Transactions settings – the mode of accounting for open positions (hedging or netting);
- change the margin leverage (only downward from the maximum possible for this category);
- view account details and status;
- change the password.

In the "Deposit" Section Client can choose the method of deposit to the account.

The Section "Trading" is a working space of the Platform, where the Client can place/cancel orders and all the necessary information: the list of financial instruments, quotes online, specification of financial instruments (unit of measurement of the underlying asset, margin leverage, margin requirements, spread, the amount of overnight commission, schedule of sessions, etc.), price charts, etc. A more detailed procedure for filing, processing, execution of Client orders, and possible orders, accounting systems of open positions in the framework, the sequence of actions to complete the Transaction contained in the Regulations for the filing, processing and execution of orders of clients on the fixing price of the underlying asset in the transactions with non-deliverable OTC financial instruments.

In the sections and subsections of the Personal account, the Client can perform the following actions during the execution of the operation initiated by him; in this case, the Company will also perform the appropriate actions:
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<th>Client’s action:</th>
<th>Company's actions:</th>
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<tr>
<td>In the &quot;Analytics&quot; section, the Client can view analytical information about the most popular financial instruments, statistical information on the most volatile and growing markets, get acquainted with the latest financial news.</td>
<td>In the &quot;Analytics&quot; section, the Forex company provides analytical information on the most popular financial instruments, statistical information on the most volatile and growing markets, and the latest financial news.</td>
</tr>
<tr>
<td>In the “Charts” section, the Client can view the price dynamics for any financial instrument in a graphical form. To display the chart of the quote movement for the desired underlying asset, the Client pre-selects the financial instrument in the “Market &quot; section. The client can customize the charts according to his preferences: background color, plotting at Bid or Ask price, type of price display (bars, lines, candles), time interval (timeframe), etc.</td>
<td>Provides the Client with information as requested.</td>
</tr>
<tr>
<td>In the &quot;Portfolio&quot; section, the Client can select the &quot;positions&quot; or &quot;orders&quot; tab. In the &quot;positions&quot; tab, the Client can view information about open positions on accounts at the current time. In the &quot;orders&quot; tab, the Client can view information about pending orders to open a position placed at a given time.</td>
<td>Provides the Client with information as requested.</td>
</tr>
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</table>
In the “Reports” section, the Customer can select the transactions or activity tab. In the "transactions" tab, at the request of the client, a report is generated in which detailed information about the turnover on the account for the selected period of time is presented. The report reflects all actions of the client and the system that affected the change of margin security on the account. In the "activity" tab, a report is generated at the request of the Client, which provides information about all actions of the client and the system with open positions and pending orders for a specified period of time. The client can send the requested reports to his / her e-mail, confirmed at the registration.

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<th>Provides the Client with information as requested.</th>
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In the "Settings" section, the Client can change the platform settings:
- select a language;
- to change the time zone
- change the accounting mode of open positions;
- change the margin leverage (only downward from the maximum possible for this category);
- view details and status of your account;
- change password.

The Forex company informs the Client about the change of the settings by informing with pop-up notifications.
In the "Deposit" section, the Client deposits marginally by one of the methods given in the section:
- Bank payment card (to make margin security with a Bank card, you must select the card type (VISA, MasterCard), the client must enter the card number, card validity in mm-yy format, the name and surname of the cardholder, CVV code (on the back of the card), select the currency and amount of Deposit);
- making deposit by Bank transfer (to make deposit by Bank transfer, the Client uses the payment details provided in the pop-up window when choosing this method of deposit).

The Forex company accepts funds received from Bank payment cards.

The Forex company provides the Client with details for making a payment, identifies the sender of the funds, after which the received amount is displayed on the Client's account in the Platform.

In the “Market” section, the Client performs the following actions:
- selects a financial instrument;
- selects the direction of the position - "Sell" or "Buy";
- selects the order type (market or pending);
- sets the amount of the opened position, Stop Loss (normal or guaranteed, conditions of its execution), Take profit (conditions of execution),
- confirms the order by pressing the “Buy” or “Sell ” button.

When performing Forex transactions, the Company performs the following actions:
- checks the correctness of the order submitted by the Client;
- calculates the amount of a deposit required to open a position;
- compares the amount of a deposit required to open a position with the amount of deposit available to the Client for transactions;
- saves information on orders and Operations to the database,
- executes the order.

After opening a position, the Client can edit the opened position by setting the Stop Loss or Take profit conditions, or close it.

6.11. When making transactions, the Forex company uses information on quotations (prices for underlying assets) obtained in the manner prescribed by section 3 of these Rules.

6.12. When making transactions, the Forex company uses the underlying assets, the list of which is contained in section 2 of these Rules.

6.13. For transactions Forex company is charged remuneration, the types and calculation of which are set out in section 5 of these Rules.

7.1. To make Transactions on the OTC market, the Client must conclude the Agreement with the Forex Company. The Agreement shall be concluded by the acceptance of a public offer to conclude the agreement on conducting transactions in non-deliverable OTC financial instruments.

7.2. The agreement shall be deemed concluded after the following actions in common:
- registration in the Platform of the Forex company (the opening of the account);
- acceptance of all documents offered by the Forex company for review and consent;
- passing the procedure of identification and provision of all documents requested by the Forex Company;
- provision of the deposit.

To pass the identification procedure, Clients shall provide the following documents and information to the Forex Company:

7.3.1. Individuals
- the information required to fill out the Client’s profile (full name, date of birth, e-mail, telephone, registration and residential address);
- graphic images (images created by scanning, or photographic images) of pages of an identity document (passport, residence permit, refugee certificate, other document in accordance with the law of the Republic of Belarus), containing the personal data of the Client, their photo and the record of residence (if there is such record in the document); If the place of residence specified in the identity document differs from the actual country of residence, copies of documents supporting the fact of residence at the address indicated shall be provided (residential rent agreement, utility bills, etc.);
- a color photo showing the Client with an identity document, opened on pages containing personal data and a photograph of the Client (hereinafter referred to as the color photo with the passport);
- the documents for determining the category of the Client as an individual, which is developed by the Forex Company and is provided upon the Client’s request and the documents supporting the possibility of assigning to the Client the “Qualified Client” category stipulated in Subclause 14.4.1 of Clause 14.4 of these Rules (if the Client wishes and there are grounds on which they can be classified as the “Qualified Client” by the Forex Company in accordance with the provisions of section 14 of these Rules).

7.3.2. Legal entities shall provide the following information:
- information required to fill out the Client’s profile (company name, ownership, date of registration, etc.);
- certificate of state registration and Articles of Association (memorandum of association for a commercial organization operating solely on the basis of the memorandum of association), which has the stamp indicating the state registration (for resident legal
constituent documents and extract from the commercial register of the country of origin (the statement must be made no earlier than 6 months before the filing date of the documents) or other equivalent proof of legal status in accordance with the laws of the country of origin (for non-resident legal entities);

- office premises lease agreement or the document confirming ownership of the office premise. These documents shall be submitted if the actual location of the Client differs from their registered office address;

- documents supporting the authority of the head or the person authorized by them (protocols (resolutions), employment contracts/agreements, extracts from the state register, orders for appointment, powers of attorney), as well as the identity document of the person (passport, residence permit, refugee certificate);

- the document certifying the identity of the person managing the accounting records of the Client. If the Client’s accounting is kept by a third-party organization or an individual entrepreneur, then instead of the document certifying the identity of the person managing the accounting, the Client shall submit to the Forex Company a copy of the contract for rendering of accounting services entered into with an organization or an individual entrepreneur;

73. the documents supporting the possibility of assigning to the Client the “Qualified Client” or the “Professional Client” category stipulated in Subclause 14.4.2 of Clause 14.4 of these Rules (if the Client wishes and there are grounds on which they can be classified as the “Qualified Client” or the “Professional Client” by the Forex Company in accordance with the provisions of Section 9 of these Rules).

74. The Forex Company may require the Client to provide additional information and documents not listed in this Chapter, but necessary to identify the Client according to the Forex Company.

75. Documents issued outside the Republic of Belarus shall be submitted in one of the official languages of the Republic of Belarus (Russian or Belarusian) or in English, or in the original language with translation into one of the official languages of the Republic of Belarus or into English. Documents can also be submitted in the original language without translation into one of the official languages of the Republic of Belarus or into English if the employee responsible for the identification and/or verification of the Client speaks the foreign language in which the documents are provided.

76. Non-submission of documents and information provided for by Clauses 7.3.1 or 7.3.2, respectively, of these Rules shall be the reason for the refusal to conclude the Agreement.

77. The Client shall be obliged to immediately inform the Forex Company about the change of any registration and/or contact information in the manner provided for by these Rules and the Agreement.

78. The Client, which is a legal entity, independently determines the individual who will have access to the Platform to perform the Transactions, and the Client shall not be obliged to inform the Forex Company about the decision made and to provide this person’s personal data. The Forex Company shall accept any actions performed by the specified
individual as direct actions of the Client, which is a legal entity, and shall not be responsible for possible adverse consequences related to the resolution of the Client, which is a legal entity, to provide access to the Platform.

79. The Client’s account shall be created in the currency specified by the Client when it is opened. Any amounts (profits, losses, expenses, payment obligations, etc.) received or incurred in connection with the Transactions and calculated not in the Client’s account currency shall be converted into the Client’s account currency at the current rate set in the Platform or otherwise according to law.

8. Communication. Procedure of Notifying the Clients

81. The Forex Company can use the following channels to communicate with the Client in order to notify them about any changes made to the local regulatory legal acts of the Forex company, the terms of the Transactions, the mode of operation, etc.:
   email;
   telephone;
   post messages;
   website of the Forex Company;
   Platform (including push-messages in the mobile application).

82. The Forex Company shall only use the Client’s details indicated in the registration forms when opening the Personal account to communicate with the Client. The correspondence and the information sent by the Forex Company to the details specified by the Client are considered to be properly sent, and the Client shall not be entitled to refer to their invalidity or change, if the Forex Company has not been notified in advance and the contact information has not been changed in the due order.

83. Any correspondence and information (documents, announcements, notifications, confirmations, requests, reports, messages, etc.) shall be considered received by the Client:
   one hour after being sent to their email address;
   immediately after sending by fax;
   after finishing of a telephone conversation;
   7 days after sending by post;
   immediately after posting the information on the Forex Company official website.

84. The correspondence and the information sent by the Forex Company to the details specified by the Client or posting information on the official website of the Forex Company shall be deemed appropriate written notices.

   Unless otherwise provided by these Rules, the notification of Clients about the actions of the Forex company affecting the interests of the Client shall be made:
   by posting information on the website of the Forex company or by e-mail to the Client not later than ten (10) calendar days before the day when the changes enter into force, when these Rules are changed;
   by posting information on the website of the Forex Company – when other regulating documents of the Forex Company are changed;
by sending an e-mail to the Client not later than one (1) calendar day prior to the suspension – in case of suspension of the provision of services to the Client;
by sending an e-mail to the Client not later than one (1) calendar day prior to the change – in case of changes in terms of keeping and closing of the Personal Account and its sections;
by displaying information in the Platform in the real time mode – when the Forex Company forcibly closes the Client’s position, when parameters and indicators related to the execution of a particular Transaction change (open customer positions, “balance” – deposit, “margin”, “free margin”, “profit/loss”, etc.).

9. The procedure for cancellation by the Client, the Forex company of orders to fix the price of the underlying asset. Forced closing of positions.

9.1. The Client may not cancel the executed orders.

9.2. The Client may not change (cancel) pending orders if the price has reached the level of order execution.

9.3. The Client has the right to change (cancel) a pending order at any time if it has not yet entered the queue for execution (activation).

9.4. Outstanding pending orders are valid until the order cancellation date. If the cancellation date is not specified in the pending order, then it is considered valid indefinitely until it is canceled by the Client, or is executed, or is deleted due to insufficient deposit.

9.5. The Forex company has the right to forcibly close some or all of the Client's open positions without his consent and any prior notice if the margin level 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.

9.6. The margin level is controlled by the Platform's server, which in case of fulfillment of the condition specified in clause 9.5. this Regulation generates an order to force the closing of a position. Position closing is executed at the current quote available at the time of order execution.

9.7. The "Stop out" levels are set by the Forex company independently and may change from time to time.

9.8. If the Forex company has information that it will not be able to perform Operations on any underlying asset in the near future due to the suspension of the supply of quotations and (or) liquidity on this underlying asset from external counterparties or for other reasons, the Forex company shall notify clients of the need to close open positions on this underlying asset, indicating the reason for the impossibility of further transactions and the period during which the client is obliged to close all its open positions on this underlying asset. After this period, the Forex company has the right to forcibly close all open positions on the underlying asset, the possibility of Transactions on which is no longer available.

9.9. In addition to the cases specified in paragraphs 9.5. and 9.8. these Rules, if it is stipulated in the Agreement, the Forex company shall be entitled to close the Client's open positions in the following cases: if the Forex company has reason to believe the dubious operations of the Client's deposit or withdrawal; if the deposit to the Client's account was
done by a third party; if the position the Client was the result of incorrect actions on the part of the Forex company (technical failure, falling of non-market quotes in the thread, etc.); if the Forex company can not to maintain open positions of the Client due to changes in legislation and/or market conditions, relations of a Forex company with third parties, including external partners involved in the execution of a Forex company obligations under the Agreement, as well as due to the actions of third party data, which directly or indirectly affect the process of providing Forex services company under the Agreement; in case of freezing of funds and (or) blocking of a financial transaction in accordance with the Law of the Republic of Belarus dated 30.06.2014 No. 165-Z "On measures to prevent legalization of proceeds from crime, financing of terrorist activities and financing of proliferation of weapons of mass destruction"; in case of refusal to service the Client by a Forex company in accordance with the current legislation of the Republic of Belarus; in case of insolvency of the Client, declaration of bankruptcy or introduction of a protective period in respect of the Client in accordance with the legislation on bankruptcy; in case of force majeure.

9.10. Forex Company shall keep daily records of mutual financial obligations of the Forex Company and the Client on the open positions of the Client and funds on the Client’s account. Mutual financial obligations of the Forex Company and the Client are considered to be cash on the Client’s account, as well as the current financial result (floating profits/losses) on the Client’s open positions. In case of unforeseen situations, including technical failures, as well as other force majeure circumstances (force majeure), which have caused the impossibility of accurately determining the value of the current financial result of the Client for open positions, the Forex Company shall be entitled to cancel the result obtained by any kind of orders executed by quotes at the time of failure. The Forex Company shall not refund any lost profits on these orders. The Client’s references to other sources of quotes shall not be taken into consideration.

10. Execution of the Client’s Order to Fix the Price of the Underlying Asset on the Terms Best for the Client

10.1. The Forex Company performs orders on the best possible conditions, as instructed by the Client. When making decisions and taking actions to execute orders on the best conditions, the Forex Company shall take the following factors into consideration: current price received from liquidity providers; market liquidity of the corresponding asset; speed and probability of the Transaction at a given price.

10.2. The Forex Company shall execute orders of all Clients correctly, fairly and immediately and shall seek to execute equivalent orders in the order of their receipt.

10.3. Execution of the Client’s Orders on the best possible conditions does not guarantee execution of orders at more favorable prices than prices offered by other counter-parties and the Forex market participants.

10.4. The prices flow is the same for all Clients. The Platform functions do not provide for the possibility of providing different quotes for one financial instrument to different Clients.
11. Measures to Ensure Safety, Stability and Uninterrupted Nature of Stages of Conducting Transactions

11.1. The Forex Company software has been tested in the National Forex Center. Stable functioning of the software is guaranteed by the licensor (technology provider) of the Forex Company, which has approved policies to ensure the sustainable functioning of the software provided. The technology provider of the Forex Company shall ensure protection of information in the process of executing agreements by applying connections over a secure protocol.

11.2. The Forex Company also takes comprehensive measures to ensure the following: stability and uninterrupted operation of all stages of Transactions, information security in the process of conducting Transactions.

11.3. The main measures to ensure the safety and sustainability of the Transactions are as follows: identification of Clients at conclusion of the Agreement; the use of a backup server to which data is replicated in real time, as well as periodic creation of copies of the database when conducting Transactions; use of the 3-D Secure system when making deposits by Clients; use of password access to the Platform; use of verification codes when recovering passwords in the Platform; use of regulated liquidity providers; use of protection against DDOS attacks; differentiation of access rights when setting up the Platform; use of the log for records with violations in operation of software and hardware, as well as interventions in the parameters of the Client’s orders; logging of all actions of the Forex Company in the scope of the Transactions; setting a limit on the number of requests (per second, per hour, per day) that can be sent by the Client to the Server.

11.4. Additional measures shall be developed in the Forex Company on an ongoing basis and shall be aimed at minimizing the risks of both the Client and the Forex Company.

12. Mode of operation

12.1. The working hours of the Forex company are from 9 a.m. to 6 p.m. (Minsk time) every day, except Saturday and Sunday, as well as other days declared in accordance with the established procedure as weekends or holidays in the Republic of Belarus. Mode of operation of the Personal account: daily and around the clock.

12.2. When conducting Transactions, Clients should take into consideration the session time of each financial instrument, as well as the information on the days of international holidays that entail closure of financial markets. Information on international holidays is published on the Forex Company website.

13. Settlement of Disputes

13.1. All disputes and controversies between the Forex Company and the Client arising from performance of the Agreement shall be resolved through negotiations. Clients of the Forex Company shall make all possible efforts for amicable, fair and constructive
settlement of any dispute. The pretrial claim procedure for settlement of any dispute shall be considered binding. A written claim shall be subject to consideration within the term stipulated by the law of the Republic of Belarus.

132. If there is no agreement, disputes shall be reviewed in court at the location of the Forex Company in the manner prescribed by the law of the Republic of Belarus.

14. The Procedure of Categorizing the Clients of the Foreign Company into Various Categories

14.1. In order to minimize risks and limit losses of Clients, the Forex Company shall put its Clients into categories. The Client’s category is used in setting the margin leverage size. With that, the Forex Company shall be entitled to set the same margin leverage size for all categories of Clients.

14.2. The following categories of Clients have been determined by the Forex Company:

14.2.1. “Professional Client” – Client, which is a legal entity, that meets one of the following criteria:

- legal entity, resident of the Republic of Belarus, included into the register of Forex Companies and (or) has a special permit (license) to perform banking activities, professional and exchange activities in securities or insurance activities;
- legal entity, non-resident of the Republic of Belarus, has a special permit (license) to perform activities on the OTC Forex market, banking or other financial activities;
- the revenue of the legal entity from the sale of products, goods, works, services, net of taxes and fees deducted from it, is not less than 4 million basic values in the last accounting year;
- the total of the balance sheet of the legal entity as of the end of the last accounting year is at least 2 million basic values;
- the equity capital of the legal entity as of the end of the last accounting year is at least 200 thousand basic values.

14.2.2. “Qualified Client” – Client, which is a legal entity or an individual that meets one of the following criteria:

- The Client performed at least ten Transactions for the total amount exceeding 10 thousand basic values in each of the last four quarters;
- the amount of the long-term and short-term financial investments of the Client, including cash, exceeds 10 thousand basic values as of the first day of the current month.

14.2.3. “Client” is a legal entity or an individual that has concluded the Agreement with this Forex Company, bank, non-banking credit and financial organization for the first time and does not comply with the categories stipulated in Subclause 14.2.1 and 14.2.2. of this Clause, as well as the Client corresponding to one of the categories stipulated in Subclause 14.2.1 and 14.2.2 of this Clause, but indicating before initiation of Transaction their intention to be assigned to the category stipulated in this Subclause.

To classify clients as "Client" providing additional documents other than those specified in paragraph 7.3. Rules is not required.
143. When concluding the Agreement, all Clients shall be put into the “Client” category by the Forex Company. If the Client wishes and there are grounds on which they can be categorized by the Forex Company as the “Qualified Client” or the “Professional Client”, they must submit the supporting documents stipulated in Clause 14.4. of these Rules to the Forex Company.

At the request of the Client, they can be categorized as a “Qualified Client” without providing additional documents if the amount of deposit on the Client’s account in the Forex Company on the first day of the current month exceeds 10,000 basic values.

144. In order to make a decision on putting a Client to the “Qualified Client” or the “Professional Client” category (only for legal entities), it is necessary to submit the following supporting documents to the Forex Company:

14.4.1. for Clients, which are individuals one of the following documents: statements of performed Transactions for the last 4 quarters, formed in the Platform (Terminal), with the help of which the Client performed Transactions, or certificates (registers), which contain information on the number and amounts of the Transactions performed by each of the last 4 quarters. If the Client performed Transactions in the Forex Company, then there is no need to submit the documents specified in this paragraph;

Bank statements (certificates, registers), which contain information about the amount of financial investments of the Client, including cash.;

14.4.2. for Clients, which are legal entities:

a copy of the certificate of inclusion into the register of Forex companies of the National Bank of the Republic of Belarus or a special permit (license) to perform one of the following activities: banking activities, activities on the OTC Forex market, professional and exchange activities in securities, insurance, other financial activities (for assignment to they “Professional Client” category);

the balance sheet and the profit and loss statement for the last accounting year;

statements of performed Transactions for the last 4 quarters, formed in the Platform (Terminal), with the help of which the Client performed Transactions, or certificates (registers), which contain information on the number and amounts of the Transactions performed by each of the last 4 quarters. If the Client performed Transactions in the Forex Company, then there is no need to submit the documents specified in this paragraph;

Bank statements (certificates, registers), which contain information about the amount of financial investments of the Client, including cash.

14.5. The data required for categorizing the Client shall be updated together with the information contained in the Client's questionnaire in accordance with the terms defined by the local document "Procedure identification, recording of the data received in the electronic database of clients during identification, reflection of the calculation of the category and degree of risk of working with the client, especially when recording data in the electronic questionnaire of the client, the procedure for updating (updating) the data contained in the client's questionnaires”.

In case of failure to submit the supporting documents on time to determine the category, the Forex Company shall put the Client into the “Client” category.

14.6. In case of striking the Client off the register of Forex Companies of the
National Bank of the Republic of Belarus and (or) termination of the special permit (license) of the Client to perform banking activities, activities on the OTC Forex market, professional and exchange activities in securities, insurance activities or other financial activities, the Client shall be obliged to inform the Forex Company about this not later than five (5) days after the moment of occurrence of the specified circumstances.

14.7. The Forex Company shall be entitled to change the category of the Client (in the direction of decreasing the margin leverage) without explanation, with prior notification to the Client no later than 1 (one) calendar day before the category will be changed. The Client shall be notified of the category change one of the methods specified in clause 8.1.
Appendix 1 to the
RULES for Trading with Non-Deliverable OTC Financial Instruments in CJSC “Capital Com Bel”

List of underlying assets


2. Precious metals: Gold, Silver, Palladium, Platinum.


