

**APPROVED**

Order of the director of  
CJSC “Capital Com Bel”  
of 11 June 2020, No.9-OD  
V.G.Rzheutskaya

**PUBLIC AGREEMENT**

with legal entities on trading with non-deliverable  
over-the-counter (OTC) financial instruments  
(activity in the OTC Forex market)

This document, posted on the Internet at <https://capital.com.by>, the website of CJSC “Capital Com Bel” (hereinafter referred to as the “Forex Company”), shall be the public offer that should be considered as a proposal of the Forex Company to any legal entity (hereinafter referred to as the Client) to conclude the agreement on trading with non-deliverable OTC financial instruments (hereinafter referred to as the “Agreement”) on the conditions set forth below. The Agreement shall be deemed concluded at the time of acceptance of this public offer by the Client. Acceptance of this public offer shall involve performance by the Client of all the following actions in the aggregate:

registering in the Forex Company Platform;

familiarizing with and accepting the terms of this public offer, expressed by putting an appropriate mark by the Client when completing and submitting their data in the Forex Company Platform;

familiarizing and agreement with the content of the Rules for Trading with Non-Deliverable OTC Financial Instruments (hereinafter referred to as the Rules for Trading), the Regulations on Submitting, Processing and Executing the Orders of Clients to Fix the Price of the Underlying Asset while Trading with Non-Deliverable OTC Financial Instruments (hereinafter referred to as the Regulations) and Risk Disclosure Statement, expressed by putting the appropriate mark by the Client when completing and submitting their data in the Forex Company Platform;

submitting documents and information stipulated by the Rules for Trading, and going through an identification procedure;

depositing by the Client the deposit required by the Forex Company.

After the Client submits documents and information stipulated by the Rules for Trading, accepts the terms of this Agreement and confirms its consent with the contents of the Rules for Trading, the Regulation and the Risk Disclosure Statement, the Forex company identifies and verifies the Client in accordance with the Rules for Trading.

This Agreement is valid for acceptance (deadline for acceptance) from the date of publication until the moment of its withdrawal by the Forex Company or amending its content, including by stating the public offer in a new edition.

## 1. SUBJECT OF AGREEMENT

1.1. The Forex Company undertakes on its own behalf and at its own expense, by communicating with the Client through the Internet, to conduct the trading with non-deliverable OTC financial instruments in the OTC Forex market (hereinafter referred to as Transactions) initiated by the Client.

1.2. The Client undertakes to initiate the Transaction by sending an order to fix the price of the underlying asset, to pay the remuneration of the Forex Company and to fulfill other obligations stipulated by the Agreement.

1.3 The Client undertakes to transfer to the Forex Company cash in foreign currency (deposit), which ensures opening and/or maintenance of its open positions, including payment of the Forex company remuneration, repayment of the negative financial result of the Transactions made, and the fulfillment of other obligations stipulated by the Agreement.

1.4. Interest shall not be charged on the balance of funds deposited by the Client.

1.5. The Transactions stipulated by the Agreement may be performed using the margin leverage.

1.6. The Client shall be obliged to pay remuneration to the Forex Company for conducting the Transactions. The list of types of remuneration for the Client's Transactions is specified in the Agreement and the Rules for Trading.

1.7. The income tax from the proceeds received by the Client under the Agreement shall be paid in accordance with the law of the Republic of Belarus.

1.8. The Client receives information on the prices of underlying assets automatically through the Platform on the basis of the data provided by the liquidity provider of the Forex Company.

1.9. In relation to transactions in non-deliverable OTC financial instruments, the Forex Company shall perform only execution, without providing trust management and without giving recommendations to the Client. Information or analytical materials posted on the official website of the Forex Company or provided to the Client in any other way are not recommendations for any possible decisions of the Client. The Client shall act on their own will, in their own interests and at their own discretion, bear full responsibility for all transactions they conduct and for their investment decisions.

## 2. PROCEDURE OF DEPOSITING BY THE CLIENT, THEIR ACCOUNTING AND RETURNING TO THE CLIENT. PROCEDURE AND TERMS OF PAYMENTS BETWEEN THE CLIENT AND FOREX COMPANY

2.1. The Client shall make the deposit to their account by means of a bank transfer, a bank payment card or through payment services with which the Forex Company has concluded relevant agreements.

The Client acknowledges and agrees with the fact that in case the client opens an account in the Forex Company and gives an instruction to make a transfer to the belarusian account, his funds will be held by the Forex company's bank and that this bank can be a bank established in the Republic of Belarus. In this case funds will be held under the regulation of the National Bank of the Republic of Belarus.

See instructions for the transfer of funds, as well as the list of possible ways for the Client to deposit the deposit in the relevant Section of the Platform.

2.2. The service bank, the processing system or the payment system may establish common limits on all payment transactions regardless of the will of the Forex Company. The service bank, the processing system or the payment system may establish terms and (or) the procedure of the transactions regardless of the will of the Forex Company.

2.3. The Client understands and agrees that the Forex Company shall not be responsible for the timing of the payments and for the circumstances that caused a technical failure during the transfer, if they arose through no fault of the Forex Company.

2.4. The Client understands and agrees that all commissions and other costs associated with the implementation of the chosen method of transfer and crediting of funds shall be paid at the expense of the Client, unless the Forex Company wishes to charge part or all of these costs to its expenses at its discretion. Moreover, this shall be considered as a right but not an obligation of the Forex company.

2.5. Accounting of the deposit of the Client in the platform can be performed in U.S. dollars, euros, pounds sterling and polish zlotys. The Client shall choose the account currency when opening an account in the Platform of the Forex Company. If the currency of the funds deposited by the Client as the deposit differs from the currency of the opened account, the conversion shall take place at the internal rates of the banks of the Client and the Forex Company, as well as the payment systems used in making the payment.

2.6. Accounting of the deposit of the Client shall be performed in the Platform in terms of accounts and currencies. The amount of the deposit is increased by the amount of the positive price difference for the performed Transactions, and reduced by the amount of the negative price difference for the executed Transactions.

2.7. The minimum amount of funds deposited by the Client is set by the Forex Company and depends on the chosen currency and the method of deposit. The minimum amount of deposit is displayed to the Client in the Personal Account in the "Deposit" section in the process of Deposit.

2.8 .When conducting Transactions on depositing/withdrawing the deposit to/from the Client's account, the Forex Company shall be guided by the law of the Republic of Belarus on preventing money laundering, financing of terrorist activities and financing the proliferation of weapons of mass destruction, as well as the law of the Republic of Belarus on foreign exchange regulation and currency control and other regulatory acts of the Republic of Belarus.

2.9. The Client shall at any time be entitled to declare the return of part or all of the deposit accumulated in the investment account, by sending the Forex Company the request (application) to withdraw the funds from the account.

The amount of funds available for withdrawal shall be calculated as follows:

- if there are no open positions in the Client's account, the amount of available funds for withdrawal shall be equal to the deposit in the Client's account;

- if there are open positions in the Client's account, the calculation of funds available for withdrawal shall be performed automatically in real time, taking into consideration the floating loss (profit) on open positions and the amount required to hold open positions.

The Forex Company shall be entitled to reject the Client's request (application) for withdrawal of funds if it does not comply with these conditions.

2.10. All requests (applications) for withdrawal of funds, regardless of the method and amount of withdrawal, shall be reviewed within five working days. This term does not include any time for a payment transaction prosecution set forth by the service bank, the processing system or the payment system. In exceptional cases (suspicion of the doubtful nature of the Transaction, at the time of elimination of technical failures, etc.) the Forex Company reserves the right to increase this period.

At the Client's request, the Forex company undertakes to assist in providing information on the payment transaction being performed by the service bank, the processing system or the payment system.

2.11. If the refund of funds previously transferred to the Client on the basis of an application (request) for withdrawal of funds arrives to the Forex Company's account, the refund amount received in the Forex Company's account shall be credited to the Client's account, with the associated fees and other costs paid by the Client by deducting them from the amount of the credited refund, unless the Forex Company wishes to charge part or all of these costs to its expenses at its discretion.

### 3. THE PROCEDURE FOR DETERMINATION AND PAYMENT OF THE REMUNERATION TO THE FOREX COMPANY, AND TERMS AND PROCEDURE OF ITS PAYMENT

3.1. The Forex Company shall be entitled to charge the following types of remuneration to Clients for the Client's Transactions: overnight commission, spread, dividend commission and the Guaranteed Stop Loss commission. Payments of remuneration to the Forex Company shall be made out of the deposit of the Client in the account currency.

3.2. Overnight commission.

3.2.1. Overnight commission shall mean the payment for transferring an open position for the next day.

3.2.2. The amount of the overnight commission shall be set as percentage. The overnight commission amount shall be calculated as the product of the open position and the overnight commission amount and shall be converted into the account currency at the rate of the Platform. The amount of the position shall be determined by the Client when submitting the order for fixing the price of the underlying asset. The amount of overnight commission depends on the type of the underlying asset for which the position is open, and is specified in the Platform.

3.2.3. The overnight commission amount shall be deducted from the Client's deposit at the time of the transfer of the open position to the next day. The start for calculating the overnight commission depends on the closing time of the financial instrument session, which is specified in the Platform.

3.3. Spread

3.3.1. Spread shall mean the difference between the price of the underlying asset of the Transaction, the positive financial result for which is achieved with the positive change (increase) in the price of the underlying asset, and the price of the underlying asset for the

Transaction, the positive financial result for which is achieved with a negative change (reduction) of the price of the underlying asset at the same moment.

3.3.2. The Forex Company has a floating spread for all financial instruments. The amount of the spread 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.

#### 3.4. Dividend Commission

3.4.1. 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 just ex-date), the Client may be credited to the account (at the buy position) or debited from the account (at the sale position) the dividend commission, determined by the formula:

$$Cd = Q \times D,$$

where Cd is the dividend commission, Q is the number of shares, D is the amount of dividends per share (at the buy position, the amount of dividends per share after taxes). The dividend commission is charged to/from the account within 5 days from the day of fixing the register.

#### 3.5. Guaranteed Stop Loss Commission

3.5.1. To hedge risks related to price slippage in the market, the Client can use the Guaranteed Stop Loss Order (GSL), which is set for open positions. If the GSL is triggered, the amount of the “Guaranteed Stop Loss” charge shall be deducted from the deposit of the Client.

3.5.2. 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.

3.5.3. The commission amount is calculated as the product of the commission amount, the GSL order price and the size of the open position and, if necessary, is converted into the account currency according to the platform rates.

### 4. PROCEDURE OF THE LEVERAGE DEFINITION. PROCEDURE OF THE PRICE OF THE UNDERLYING ASSETS DEFINITION

4.1. The ratio of the amount specified in the Client’s order to fix the price of the underlying asset when opening a position and the amount of the deposit used to maintain this open position is called the leverage. In the Forex Company’s Platform, the deposit amount used to maintain the open position(s) is called “Margin”.

4.2. The leverage shall be set depending on the Client’s category. The leverage size shall be as follows: 100 for the “Client” category; 200 for the “Qualified Client” category; 500 for the “Professional Client” category. The Forex Company shall be entitled to set the same leverage size for all categories of Clients. The procedure for putting the Client into a certain category is defined in the Rules.

4.3. For individual underlying assets, a special leverage can be established not exceeding the leverage size for the respective Client’s category.

4.4. Information on quotes for prices of underlying assets the Forex company receives from quotation providers and (or) liquidity providers.

4.5. Quotes are transmitted to the Platform at the same time to all clients unchanged. All quotes that the Client receives through the Platform are indicative and represent the best prices available on the market from liquidity providers.

## 5. THE PROCEDURE OF INITIATING THE TRANSACTION BY THE CLIENT. THE PROCEDURE AND TERMS OF PROVIDING CLIENT WITH REPORT ABOUT PERFORMED TRANSACTIONS, ACCRUED BY CLIENT EXPENSES, GAINED BY CLIENT PROFIT

5.1. Initiation of the Transaction by the Client, receipt and processing of the Client's order to fix the price of the underlying asset shall be performed automatically by the Client performing the required actions in the Platform.

5.2. To access the Platform, the Client shall use the login (email address) and the password specified by them when they access the Platform for the first time and go through the identification procedure, accept the terms of this Agreement and confirm their acceptance of the contents of the Rules for Transactions and the Regulations

5.3. Reporting on the Transactions initiated by the Client shall be provided to the Client (can be generated by the Client) around the clock in the Platform.

5.4. The primary accounting documents for completed Transactions are provided by the Forex company to the Client weekly as of the last business day of the reporting week, as well as upon returning margin to the Client, and are prepared no later than Friday of the following week.

The primary accounting documents indicate information on the amount of income and expenses by their types: positive and negative price differences for transactions; remuneration paid by the Client to the Forex company and the Forex company to the Client.

Primary accounting documents on the basis of which the Forex Company discloses in the accounting reports the Transactions in non-deliverable OTC financial instruments made by the Client and the Forex Company under the Agreement, shall be drawn up and signed solely by the Forex Company.

Primary accounting documents are sent to the Client to email, the ownership to the Client of which is confirmed by the Forex Company.

## 6. THE PROCEDURE FOR CLOSING A POSITION BY THE FOREX COMPANY, INCLUDING WITHIN INSUFFICIENCY OF MARGIN LEVEL OF CLIENT FOR OPEN POSITION

6.1. The Forex Company shall be entitled to forcibly close some or all of the open positions of the Client without their consent if the Margin Level has reached or turned out to be below the minimum value set by the Forex Company (the Stop Out Level). In this case, the position shall be closed by the Forex Company independently without obtaining the Client's order to fix the price of the underlying asset. The Stop Out Level shall be set by the Forex Company in the amount of 50%.

The "Margin Level" shall be the calculated value representing the ratio of the current amount of the Client's "Funds", which means the sum of the Client's margin and the current

financial result for open positions (the current negative financial result is summed up with the “-” sign) regarding the deposit for open positions (“Margin”).

6.2. The forced closure of the Client’s position by the Forex Company shall be accompanied by a corresponding entry in the Platform in relation to this position.

6.3. If the "Stop-out" level on the Client's account has reached 50% and the Client has several open positions, the Forex company closes these positions in the following subsequent order:

6.3.1. all pending orders are cancelled;

6.3.2. if the Margin Level is still below 50%, then all losing open positions on open markets are closed;

6.3.3. if the Margin Level is still below 50 %, then all remaining positions on open markets are closed;

6.3.4. if the Margin level is still below 50%, then everything else is closed, as soon as the markets open.

6.4. A Forex company may also forcibly close an open position on a financial instrument at the last available quote or cancel a pending order on a financial instrument in the following cases:

6.4.1 if the Forex company has reason to believe the dubious operations of the Client's deposit or withdrawal;

6.4.2. if the deposit to the Client's account was done by a third party;

6.4.3. 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.);

6.4.4. if the Forex company can not to maintain open positions (execute a pending order) 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 Corporate Events, 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 (exclusion/suspension of trading in this financial instrument on the relevant exchange, low/zero liquidity on the financial instrument, etc.);

6.4.5. 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";

6.4.6. in case of force majeure event.

6.5. The Forex company takes all reasonable measures to inform clients of the possible occurrence of the events specified in clause 6.4. and if the Forex company has such information, it notifies clients in writing of the need to close open positions on financial instruments that may be affected by these events within a reasonable time.

6.6. If the forced closure of the Client’s position by the Forex Company resulted in a negative balance on the Client’s account, the Forex company may decide to cancel the negative balance by replenishing the missing funds, that is, apply the “the negative balance protection” mechanism.

If the Client has several accounts, then at the discretion of the Forex company, the negative balance of one account can be fully or partially covered by the positive balance of funds from another Client account.

## 7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Forex Company undertakes to:

7.1.1. perform the Client's orders in the manner and on the conditions stipulated by the Agreement, Rules, Regulations and other regulatory documents of the Forex Company;

7.1.2. accept the deposit to its account and transfer the accepted amount of the deposit to the Client's account in the amount stipulated by the Agreement, the Rules and other regulatory documents of the Forex Company;

7.1.3. return the deposit in accordance with the terms of the Agreement upon request, provided that the Client does not have unfulfilled obligations to the Forex Company, and also if such funds are not required to maintain the Client's open positions;

7.1.4. use, for the purposes of performance of the Agreement, the software that has been tested and is recognized by the National Forex Center as complying with the software requirements established by the National Bank of the Republic of Belarus;

7.1.5. provide the Client with reports in the electronic form on the history of the Transactions;

7.1.6. maintain confidentiality with respect to information that has become known to the Forex Company during performance of the Agreement;

7.1.7. place the text of the Rules at the location accessible for the Client to review and get familiarized with them, and on its website;

7.1.8. in accordance with the legislation of the Republic of Belarus, suspend the transaction with Margin (deposit or withdrawal of Margin) on the basis of a resolution of the Department of Financial Monitoring or the Department of Financial Investigations of the State Control Committee of the Republic of Belarus.

7.2. The Client undertakes to:

7.2.1. read the terms of the Agreement, the Rules, the Regulations and the Risk Disclosure Statement and follow the changes posted on the website of the Forex Company;

7.2.2. take into consideration the risks arising from conducting the Transactions in order to ensure effective Transactions in the OTC Forex market;

7.2.3. within 10 days, inform the Forex Company about the change of any information previously provided to the Forex Company upon registration (contact details, change of details of an identity document, etc.);

7.2.4. transfer to your account opened on the Forex company's Platform to secure their obligations arising from performance of the Agreement;

7.2.5. pay remuneration to the Forex Company in the manner and on the terms determined by the Agreement;

7.2.6. regularly review reports, history of Transactions and the relevant documentation available online, and immediately notify the Forex Company of any errors or discrepancies found. In the absence of such notice within 48 hours after the Transaction, it is considered irrevocably and finally accepted by the Client along with all its conditions;



7.2.7. act in good faith and in accordance with the conditions provided for in this Agreement and the Rules.

7.3. The Forex Company shall be entitled to:

7.3.1. refuse the Client to perform certain Transactions in case of their non-compliance with the conditions determined by this Agreement, Rules and the Regulations;

7.3.2. to postpone execution, adjust or refuse to execute an order to return the deposit in case the Client:

it is used to maintain open positions;

the Client has debts or other unfulfilled obligations to the Forex company;

a Client request was received for the return of Margin to an account with a bank registered in a state (in the territory) that (which) does not participate in international cooperation in the field of preventing the legitimization of income from criminal activity, financing terrorist activities and financing the proliferation of weapons of mass destruction, either does not comply with the FATF recommendations, or is located in the offshore zone;

there is an unresolved dispute between the Forex company and the Client in connection with the execution of the Agreement;

it follows from the legislation of the Republic of Belarus;

7.3.3. at its sole discretion control and periodically make changes in functionality of the platform, its configuration, interface and content;

7.3.4. regardless of other provisions of the Agreement, at its sole discretion, without prior notice to the Client and (or) without accepting any obligations arising from this fact, to suspend and/or terminate the provision of the Services under this Agreement, including to restrict or completely terminate the Client's access to Platform in relation to all or some of the underlying assets, or stop transferring any information, or refuse to execute or assist in the execution of any orders of the Client in the event of the occurrence of any of the following circumstances:

complete or partial interruption or malfunctioning of the Platform's functionality, including in other technologies and (or) services that ensure the operation of the Platform or maintaining the necessary connections between the Platform and the Client;

occurrence of security violations of connection with the Platform;

in case of Corporate Events (the actions of the issuers of underlying assets and (or) the governing bodies of such issuers, which would have an effect on the value, legal characteristics or ability to trade and/or affect the ability to be subject of the transactions, including in the OTC Forex market, including but not limited to, the split and consolidation of shares; repurchase of shares; dividend payment; provision of any other rights in relation to the underlying asset (including the granting of rights to purchase); merger or acquisition of the issuer(s), its consolidation, reorganization, restructuring; consolidations, reclassifications, restructurings, cancellation or suspension of listing of the underlying asset(s), and any action or event analogous to any of the foregoing or otherwise that may have a diluting or concentrative effect on the value of the underlying asset(s), but which is not caused by market factors and other circumstances that would cause price movements for such underlying assets in the normal course of their trading on the stock markets and ( or) OTC markets, including the OTC Forex market - are referred to in this Agreement as a "Corporate Events");

violation or non-performing by the Client of its obligations and (or) the conditions stipulated by the Agreement;

non-compliance by the Client with applicable laws or regulations applicable to the activities of the Client and (or) the Platform, if the Forex company at its sole discretion believes that such non-compliance may affect the proper fulfillment by the Client or the Platform of the obligation under the Agreement;

The Client abuses the trust of the Forex company and the rights granted to Client for the using the functionality of the Platform;

the occurrence or change of market conditions in general or in relation to certain underlying assets, and therefore such actions by the Forex company becomes necessary or preferred in order to prevent or reduce possible losses for the Client, the Forex company and (or) third parties;

Client's non-observance of the applicable Rules for Trading, including untimely submission of information and documents necessary for updating his data;

lack of liquidity or insufficient liquidity in the OTC Forex market;

other circumstances, as a result of which the execution of Transactions using the Platform entails the possibility of additional losses for the Client, for the Forex company and (or) third parties;

7.3.5. control Transactions in the Client's accounts, as well as suspend rendering the services under the Agreement in order to implement the Law of the Republic of Belarus No.165-Z of June 30, 2014 "On Measures to Prevent Money Laundering, Financing of Terrorist Activities and Financing of Proliferation of Weapons of Mass Destruction";

7.3.6. provide information about the Client (including personal data of the designated persons) to authorized bodies and persons in the cases and in the manner prescribed by the law as well as to third parties involved in the process of providing services by the Forex company to their clients or engaged by the Forex company to provide services to the Client or to satisfy other non-illegal needs and interests of the Forex company in carrying out its activities;

7.3.7. require the Client to provide the information and documents required and sufficient for proper identification of the Client;

7.3.8. cancel or revise the results of the performed Operation(s) of the Client in the case: if the Transaction was made at a non-market price (stock quote) of the underlying asset; there are clear situations that the Client uses arbitrage systems (strategies) to perform the Operations, as well as systems (strategies) that perform Operations based on technical errors, imperfections (features) of the Platform and (or) the price flow (quotes) of the underlying assets;

if the Forex company, at its sole discretion, determines that the Client is acting in bad faith, or commits other improper (fraudulent) actions that led to the Transaction;

7.4. The Client shall be entitled to:

7.4.1. replenish their account under the conditions defined by the Agreement and the Rules;

7.4.2. at any time, at their own discretion, dispose of free funds in the investment account in the manner and on the conditions stipulated by the Agreement and the Rules;

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

7.4.4. apply to the Forex Company with inquiries and offers;

7.4.5. appeal against the actions of the Forex Company in the prescribed manner.

## 8. RISKS. RESPONSIBILITY OF THE PARTIES

8.1. The possibility of making a profit when making transactions in the OTC Forex market is inextricably linked with the risk of incurring losses, so the Forex Company shall not be responsible for the following:

losses incurred by the Client due to the use/change of the leverage and (or) caused by a change in prices for underlying assets unfavorable to the Client;

forced closing of the Client's position caused by the Margin Level reaching the minimum value (Stop Out Level); Client's losses caused by insufficient deposit in relation to their open positions;

lack of liquidity in the OTC Forex market at any time, that is, the ability to accept for execution and execute the Client's orders on fixing the price of the underlying asset;

unavailability of prices for underlying assets at any time;

Client's losses caused by a reduction or a lack of liquidity, in connection with which, the Client could not close the position or was forced to accept a price that was significantly different from the position closing price desired by the Client;

the loss incurred by the Client due to performance of the order with some price slippage;

Client's losses caused by sharp market fluctuations, as well as for the forecasts made, which do not take into consideration the market volatility;

moral damage and (or) any loss, including, in particular, any loss of profits, which may be a direct or indirect result of using previous strategies, tactics, methods or taking into consideration information on the results of past Transactions and the Client's forecasting the same results in the future; the Client's losses if they were caused by hacker attacks, accidents (malfunctions) of computer networks, electrical power networks or telecommunication systems directly used to negotiate the essential terms of the Transactions or to provide other operating procedures for the Forex Company that have not been caused by the Forex Company;

failure of communication equipment, disconnection of the Client from the Platform, interference or delays in the Client's Transactions through the Internet;

results of the Transactions, decisions on which were made by the Client on the basis of analytical materials provided by the Forex Company and/or third parties;

losses incurred by the Client in case of incorrect interpretation of information posted on the website of the Forex Company on the Internet;

losses incurred by the Client if the Client's login and password have been used by third parties to whom such accounting information was transferred by the Client, or by which it was obtained illegally/fraudulently;

losses incurred by the Client as a result of exercising the rights of the Forex Company in accordance with the terms of the Agreement.

8.2. The Parties shall not be liable for the failure (improper performance) of their obligations under the Agreement, including compensation for possible losses caused by this failure (improper performance), if it was obstructed by force majeure circumstances (force majeure), which means any action, event or a phenomenon outside the will of the party, that is, which the party could not have foreseen or could not prevent, including, but not limited to: strikes, riots or civil unrest, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, hurricanes, power outages, and the events listed in Clause 8.3 of this section. The party for which non-fulfillment or improper fulfillment of obligations under the Agreement was caused by the circumstances specified in this paragraph shall report such circumstances to the other party within five (5) calendar days from the moment they arise.

In case of force majeure (including the case if only the Client refers to them), the Forex Company shall be entitled to perform any, some or all of the following actions without any prior notice to the Client:

- increase margin requirements;
- reduce the size of the leverage;
- close any or all of the open positions of the Client at the price that the Forex Company reasonably considers fair;
- increase spreads;
- completely suspend the work of the Platform and its mobile version or limit the functionality of the Platform and its mobile version, only giving the Client the opportunity to close open positions without granting rights to correct them or open new positions;
- refuse to accept and (or) perform the Client's orders;
- deactivate the Client's account;
- suspend the effect of one or several provisions of the Agreement until the moment the force majeure circumstances cease to exist;
- take any other actions (or refrain from committing any actions), if the Forex Company reasonably considers them appropriate in certain circumstances.

8.3. The Forex Company shall not be responsible for non-fulfillment (improper fulfillment) of its obligations under the Agreement, either, if the reason for this is any or several of the following events:

- failure of the communication or other equipment or failure in the software, if it is not related to unscrupulous or deliberate actions of the Forex Company;
- suspension of transactions in the market, liquidation or closure of any underlying asset market, or the absence of any event on which the Forex Company bases prices of underlying assets, or imposes restrictions on either special or non-standard conditions for conducting Transactions in any underlying asset market;
- issue of acts (prescriptions, prohibitions, etc.) by authorized state bodies, self-regulating organizations or other authorized organizations that suspend, prohibit or make impossible performance of Client's orders as part of the Transactions.

## 9. TERMS OF USE OF THE PLATFORM

9.1. In accordance with the Agreement, the Forex Company shall provide the Client with the Platform (the web version and the mobile application) for the purposes of conducting

Transactions. The Forex Company may use various versions of the Platform in its activities and grant the right to use them to its Clients.

9.2. In addition to other cases specifically stipulated in the Agreement, the Forex Company shall at any time be entitled to temporarily suspend Clients' access to the Platform and/or the Forex Company Server 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 for the Client, the Forex Company and (or) third parties. The Forex Company will try to perform the required maintenance of the Server only during the non-transactional time, however, if necessary, it has the right to retreat from this rule.

9.3. The Client acknowledges and agrees that they are exclusively responsible for ensuring the availability and maintenance of the appropriate equipment required to use the Platform, which includes at least a personal computer or a mobile phone or a tablet (depending on the Platform type) with access to the Internet (hereinafter referred to as the Internet in this section). The availability of Internet access is in any case necessary for conducting Transactions, so the Client must take the necessary steps to set up their equipment in advance to ensure the Internet access as well as maintain the necessary balance of the personal account with the provider that provides the Client with the access to the Internet, excluding disconnection of the Client's equipment from the network due to lack of funds. The Client shall bear all costs associated with connecting to the Internet on their own and at their own expense. The Forex Company shall not be responsible for delays in Transactions of the Platform and/or the website of the Forex Company, which are the result of improper configuration of the Client's hardware or their inept use, or disturbances in the work of the Client's communication or other equipment and/or provider providing access to the Client on the Internet, or a malfunction in the software used by the Client and/or the provider that provides the Client with access to the Internet.

## 10. CONSULTING, INVESTMENT ADVICE

10.1. The Client agrees and acknowledges that, as part of performance of the Agreement, the Forex Company does not have any obligations before the Client to provide them with any advice or consultation regarding the Client's transactions in non-deliverable OTC financial instruments, including the choice of underlying assets and/or closing positions, applying an investment strategy. The Client independently, on the basis of their own opinion and under their own responsibility, decides how to manage their account, when and what orders to submit to the Forex Company.

10.2. The Forex Company is entitled, from time to time and at its discretion, to submit informational messages personally to the Client (or to an indefinite circle of persons), which it can post on its website on the Internet or in the Platform or send by e-mail or otherwise, as well as market news, expert comments or other information. However, submission of this information will not be considered part of the services of the Forex Company provided to the Client, and in any case:

10.2.1. the Forex Company shall not be responsible for the use of this information by Clients when conducting Transactions;

10.2.2. the Forex Company shall not give any guarantees as to the accuracy, correctness or completeness of such information or regarding the financial or legal consequences of using this information when conducting Transactions;

10.2.3. this information is provided only to enable the Client to make their own investment decisions, and does not constitute the advice of the Forex investment company or the advice on Transactions;

10.2.4. if the information provided is sent to a specific recipient or group of persons for whom it is intended, the Client agrees that they will not transfer this information to any other third party;

10.2.5. a Forex Company shall not provide the Client with this information by a certain point in time and does not guarantee that the Client will receive such information at the same time as other clients or other persons;

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

## 11. SECURITY OF PERSONAL DATA. CONFIDENTIALITY

11.1. The Client agrees to keep secret and shall not disclose their data to anyone for the use of the Platform, which, for the purposes of the Agreement, means the Client's login and access passwords (hereinafter collectively and individually referred to as the Access Data in this section).

11.2. The Client must not record their Access Data on paper, save it in unprotected files on a personal computer, mobile phone or tablet. If the Client receives a written notice (including electronic) containing their Access Data, they must remember them and immediately destroy the notice.

11.3. The Client agrees that they will cooperate with the Forex Company in any investigation that they are entitled to initiate at any time in order to detect and(or) prevent misusing of the Access Data.

11.4. The Client confirms that the Forex Company shall not be responsible for obtaining unauthorized third parties access to the Client's information, including personal data of designated persons, including their email addresses, electronic correspondence, and the Access Data, in cases where such information is transmitted between the parties or a party and authorized third parties via the Internet, other means of network communications, SMS messages, telephone conversations or any other electronic means.

11.5. If the Forex Company receives information that the Client's Access Data may have been obtained by unauthorized third parties, then the Forex Company may deactivate the account. At the same time, the Forex Company shall not be liable to the Client and third parties for possible losses caused by these actions of the Forex Company, since in this case they are committed under conditions of absolute necessity.

11.6. The Client agrees that the Forex Company shall be entitled to receive information about the Client both directly from the latter when filling in various types of applications, questionnaires, question lists, electronic registration cards and other documents, and from third parties that provide this information on a legal basis.

11.7. The Forex Company shall be entitled to disclose the information about the Client (including confidential information and personal data of designated persons) in the following cases:

11.7.1. if the obligation to disclose information directly arises from the requirements of the law;

11.7.2. upon a request of the criminal prosecution authorities, the court in connection with production of the preliminary investigation, court proceedings;

11.7.3. upon a request of the National Bank of the Republic of Belarus, tax authorities, another state body or another organization authorized to exercise control over activities of the Forex Company and(or) the Client;

11.7.4. upon a request of competent authorities (organizations) on issues related to the investigation and(or) prevention of legalization of criminal proceeds, financing of terrorist activities and financing of proliferation of weapons of mass destruction, possible fraud or other illegal activities;

11.7.5. if it is reasonably necessary for the Clients to conduct Transactions and for the Forex Company to provide support services within the scope of the Agreement;

11.7.6. when the Forex Company checks the Client for the availability of the personal data of designated persons in the relevant databases of state bodies (agencies, bureaus, services), other organizations that collect and provide information about persons in order to prevent legalization of criminal proceeds, financing of terrorist activities and financing of proliferation of weapons of mass destruction, combating fraud and other illegal activities;

11.7.7. to Forex consultants, including auditors, lawyers, tax advisers, and security experts, provided that in each case the relevant professional consultant is informed of the confidentiality of the information provided and the information received by them;

11.7.8. to third-party organizations that provide the Forex Company with services for creation, storage and(or) processing of databases (including those in electronic form), accounting, postal services, messaging services or other similar services, mobile operators and other organizations attracted by the Forex Company in order to properly render services, exercise their rights and fulfill obligations under the Agreement. In this case, the information will only be provided to the extent necessary to provide the relevant services;

11.7.9. if it is necessary for the Forex Company to exercise or defend their legal rights and interests in court, arbitration, a state body or another organization;

11.7.10. upon a request of the Client or with their consent;

11.7.11. to its separate subdivisions or other organizations that are part of a holding company with the Forex Company or in relation to which the Forex Company is a subsidiary business entity.

11.8. The Forex Company shall be entitled to record telephone conversations between the Client and the employees of the Forex Company and keep these records for a period of 5-6 years. These call records will be the exclusive property of the Forex Company and may be used by it as evidence of both the facts of such conversations and the actions of Clients (for example, the transfer of orders to fix the price of the underlying asset over the phone)

11.9. The Forex Company will form and keep records of its obligations for each Client and store this information, including the personal data of Client's designated persons, for at

least two years from the date on which the parties fulfilled all the obligations under the Agreement.

## 12. REPRESENTATIONS AND WARRANTIES

12.1. The Client declares and guarantees the following to the Forex Company:

12.1.1. there are no restrictions, including those established by the court or arising from the regulations of the Client, to the Client's participation in transactions with financial instruments;

12.1.2. 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 conducting Transactions are associated;

12.1.3. 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;

12.1.4. all the information provided to them in accordance with the Agreement, including the information in the electronic registration card of the Client, is true, accurate and complete in all aspects, and the submitted documents are official and valid. The Client undertakes to maintain the relevance of the information provided throughout the term of the Agreement;

12.1.5. The Client has carefully read the Agreement, the Rules for Transactions and the Regulations, the text of these documents is clear to them, and they agree to be guided by them while conducting Transactions;

12.1.6. the funds used by the Client to perform Transactions are not proceeds from crime;

12.1.7. the Client has never directly or indirectly participated and is not currently involved in financing terrorist activities and (or) in financing the proliferation of weapons of mass destruction;

12.1.8. the Client is not a U.S. resident and /or a U.S. taxpayer;

12.1.9. the beneficial owners of Client are not a foreign public official, an official of public international organizations, a person occupying posts included in the list of government posts of the Republic of Belarus defined by the President of Belarus, a member of their families and (or) a person close to them (hereinafter referred to as Public Person). If, in the course of the execution of the Agreement, the beneficial owners of the Client becomes a Public Person, they must immediately notify the Forex Company about it;

12.1.10. the Client understands the financial meaning of the Transactions performed;

12.1.11. the Client is aware of the risky nature of the Transactions. They have read the Notice of Risks and agree to accept them;

12.1.12. the Client has regular access to the Internet and agrees to receive information regarding performance of the Agreement by posting it on the official website of the Forex Company on the Internet or by using email. This rule shall apply to any information, including, but not limited to, information on changes in provisions of the Agreement, the Rules for Transactions, types and(or) remuneration of the Forex Company, the Transaction of the Forex Company, suspension of the Platform;

12.1.13. The Client will not abuse the trust of the Forex company, will use the Platform in good faith in accordance with the terms and conditions provided in the Agreement and (or)



the Rules, as well as the legislation governing activities related to transactions on the OTC Forex market.

12.2. Abuse of the trust of the Forex company for the purposes of this Agreement is considered any actions of the Client aimed at using the Platform with the purpose of avoiding or leveling out in any way market risk (risk of lowering the value of the underlying asset) of the Transactions performed and obtaining benefits in any way not provided for in this Agreement and (or) in the Rules. Abuse of the trust of Forex company is considered the following cases, but not exclusively:

- use of any device or equipment whose functionality allows to receive a benefit from any interaction with the Platform;

- use of any strategies or algorithms in the process of performing Transactions on the Platform aimed at obtaining benefits in the manner not provided for by this Agreement;

- committing actions aimed at market manipulation, creating a false impression of the demand or value of financial instruments, obtaining other benefits that are not provided for in this Agreement or which contradict to the purpose (purposes) of the Platform's functioning, and (or) pricing principles for transactions on the OTC Forex market;

- carrying out or placing "oppositely directed" ("mirror" or "multidirectional orders") within one market, opened with insignificant time difference and (or) difference in prices for tokens on one and the same device and (or) from one and the same IP-address but with the use of different Accounts (created in the name of the same or different persons), including those aimed at for making profit (generating income) from application of functions (opportunities) of the Platform;

- performing actions, coordinated between (among) different clients, aimed at making profit (generating income) out of (from) application of such functions (opportunities) of the Platform as the negative balance protection and the "guaranteed stop-loss" condition, as well as other actions aimed at making profit (generating income) out of (from) application of functions (opportunities) of the Platform not in accordance with the purposes of such functions (opportunities);

- using drawbacks in the Platform, or operational incidents (including technical failures (errors) on the Platform);

- using Corporate Events;

- other actions that, at the sole discretion of the Forex company, lead or may lead to illegal gaining of profit and (or) which contradict the norms and rules governing the activity on transactions on the OTC Forex market and international principles.

### 13. THE EFFECTIVE TERM OF THE AGREEMENT AND THE PROCEDURE OF ITS TERMINATION

13.1. The Agreement shall become effective from the moment the Client commits all the necessary actions required for acceptance of the Agreement of the Forex Company, the specified Agreement, and shall remain in full force and effect until the Parties fulfill all the obligations assumed under it.

13.2. The Agreement may be terminated by agreement between the Parties.

13.3. The Forex Company shall be entitled to unilaterally refuse to perform the Agreement in the event of:

- the decision to terminate its activities in the OTC Forex market;
- changes in the law that make it impossible to further perform the Agreement;
- non-fulfillment by the Client of their obligations under the Agreement;
- violations by the Client of the representations and guarantees provided in accordance with Clause 12 of the Agreement;

- the Client's failure to submit documents (information) required to identify participants in a financial transaction in accordance with the law on preventing legalization of criminal proceeds, financing terrorist activities and financing proliferation of weapons of mass destruction, and the fact that the Forex Company has a reasonable suspicion of legalization of criminal proceeds, financing terrorist activities and financing proliferation of weapons of mass destruction;

- non-submission by the Client of the questionnaire to determine the category of the Client necessary for updating their data, in accordance with the Rules for Transactions, within 3 months from the moment of receiving the request for it;

- the absence of transactions on the Client's account within the last calendar month.

13.4. The Client shall be entitled to refuse to perform the Agreement subject to the fulfillment of all of its obligations under the Agreement:

- in case of disagreement with the changes made to the terms of the Agreement, including those relating to the types and(or) remuneration of the Forex Company;

- in case of disagreement with the changes made to the Rules for Transactions; for other reasons not inconsistent with the Agreement, subject to the Forex Company's prior notice (statement) not later than fifteen (15) working days before the date of the alleged termination of the Agreement.

In case of refusal to perform 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 of their obligations under the Agreement.

13.5. If the Forex Company or the Client renounces the Agreement in the cases stipulated by Clause 13.3 or 13.4 of this section, from the moment the second party receives the relevant notice of the withdrawal from the Agreement:

13.5.1. the deadline for fulfillment of all outstanding and current obligations of the Client before the Forex Company shall be considered to have occurred and all amounts payable by the Client to the Forex Company shall be due for immediate payment;

13.5.2. the Client must close all their open positions not later than on the next business day. After the specified time, all open positions of the Client will be forcedly closed by the Forex Company;

13.5.3. the Forex Company shall be entitled to limit the functionality of the Platform, giving the Client the opportunity only to close open positions without granting rights to adjust or open new positions, and after the time specified in Subclause 13.5.2 of this clause – to stop providing the Client with access to the Platform;

13.5.4. the Forex Company shall be entitled not to accept and (or) not to perform the Client's orders on opening new positions, as well as on introducing changes to already open positions, with the exception of orders aimed at closing them;

13.5.5. the Forex Company shall be entitled to withhold the funds deposited by the Client as the deposit until the Client fulfills all of their obligations under the Agreement, including those with regard to settlements on the Transactions performed. At the same time, for the purposes of settlements, the Forex Company shall be entitled to combine the Client's obligations and the deposit of the Client, which are in different accounts of the Client, into a single balance and perform mutual settlements on it;

13.5.6. the Forex Company shall be entitled to independently write off the funds due to it from the Client at the expense of the Client's deposit. At the same time, for the purposes of settlements, the Forex Company shall be entitled to write off the funds either in the currency of the obligation or in the other currency of the deposit, different from the currency of the Client's obligation, at the foreign currency conversion rate calculated on the basis of the official exchange rate of the Belarusian ruble against the foreign currency established by the National Bank of the Republic of Belarus as of the day of calculation.

13.6. Unless otherwise specified by the parties to the Agreement in writing, the Forex Company shall return to the Client the funds remaining after the Client fulfills all of their obligations under the Agreement (hereinafter referred to as the date of performance of obligations) within ten (10) working days after the date of performance of obligations. The bank account to which the funds are returned must be opened exclusively in the name of the Client, in confirmation of which the Client undertakes to submit the relevant bank certificate or a copy of the agreement with the bank on opening the bank account. The transfer of funds in favor of third parties shall not be performed. If the reason for the termination of the Agreement is inclusion of the Client in the list of organizations and individuals involved in terrorist activities determined in accordance with the law, the Forex Company shall freeze the Client's funds.

#### 14.SPECIAL CONDITIONS

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

14.2. The Forex Company shall be entitled to unilaterally change the terms of the Agreement. When the Forex Company changes the text of the Agreement unilaterally, the Forex Company shall notify the Client of this in accordance with the following procedure:

14.2.1. by placing changes on the conditions of the Agreement to conclude the agreement with an legal entity to conduct Transactions in non-deliverable OTC financial instruments on the Forex Company website on the Internet or post the aforementioned Agreement in the new edition;

14.2.2. if, at the time the Client concludes the Agreement, there is also the text of amendments to the Agreement or the text of the Agreement in the new edition (taking the changes into consideration) available on the website with the proviso of their entry into force after the conclusion of the Agreement in the current edition, then a separate notification of the Client about amending the Agreement shall not be required;

14.2.3. unless otherwise is stipulated by separate provisions of the Agreement, amendments made by the Forex Company unilaterally to the text of the Agreement shall take effect from the moment they are posted on the website of the Forex Company on the Internet or at a later date specifically indicated by the Forex Company making such amendments and bringing their text to the attention of Clients.

14.3. The Forex company has the right to unilaterally change the Rules of transactions. In this case, the Forex company shall notify the Client by posting information on the website of a Forex company or an email Client not later than 10 (ten) calendar days before the changes come into force.

14.4. The Client agrees that the Forex Company and/or a third party with whom the Forex Company enters into a relevant agreement shall be entitled to send out SMS messages and emails of the advertising and informational nature, including automatically, to the telephone numbers (including mobile number) and the e-mail of the Client.

14.5. The Client confirms that they are aware of their right to demand that the Forex Company immediately stops placing (distributing) advertising to their address by contacting the Forex Company with the appropriate statement.

14.6. All disputes and disagreements between the Forex Company and the Client arising from performance of the Agreement shall be resolved through negotiations. The Client and the Forex Company shall make all possible efforts for the purpose of amicable, honest and constructive settlement of any dispute. The pre-trial claim settlement procedure shall be considered mandatory. Written claims shall be subject to review within 30 calendar days from the date of their receipt. 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.

14.7. Regarding all other respects not regulated by the Agreement, the parties shall be guided by the applicable law of the Republic of Belarus and the customs of international business turnover applied in the field of activities in the Forex OTC market.

## 15. DETAILS OF THE PARTIES

15.1. Information about the forex company:

15.1.1. Full name: Closed joint stock Company Capital Com Bel.

15.1.2. Short name: Capital Com Bel CJSC (CJSC Capital Com Bel).

15.1.3. Registration number: 193225654.

15.1.4. Registering authority: Minsk City Executive Committee.

15.1.5. Registration date: March 3, 2019.

15.1.6. Included in the Register of Forex companies of the National Bank of the Republic of Belarus: No 16 on April 16, 2019.

15.1.7. Identification code of the Forex company: 40016.

15.1.8. Location (legal address):

Republic of Belarus, Minsk, st. International, 36/1, office 823.

15.1.9. Bank details:

**Alfa-Bank CJSC (Closed Joint-Stock Company "Alfa-Bank")**

Bank address: Minsk, st. Surganova, 43-47

code (SWIFT) ALFABY2X

BY88ALFA30112458890060270000 (EUR)

BY06ALFA30112458890050270000 (USD)

BY43ALFA30112458890090270000 (GBP)

BY51ALFA30112458890020270000 (RUB)

**Priorbank OJSC (Open Joint-Stock Company "Priorbank")**

Bank address: Republic of Belarus, Minsk, ul. Komsomolskaya, 13 Central Bank No.

113

Code (SWIFT) PJCBBYYX

BY20PJC30110590841000000840 (USD)

BY77PJC30110590841000000978 (EUR)

BY04PJC30110590841000000643 (RUB)

BY10PJC30110590841000000826 (GBP)

15.2. Information about the Client: indicated (submitted) by the Client during the process of completing and sending its data in the Platform.

Director \_\_\_\_\_ / V.G.Rzheutskaya

