

## **APPROVED**

Order of the director of CJSC «Capital Com Bel» from 22nd of October 2021,  
No.62-OD V.G.Rzheutskaya

## **AGREEMENT**

with individuals on conducting operations involving  
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), is a proposal of the Forex Company to any completely capable individual (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 Agreement by the Client. Acceptance of this Agreement shall involve conducting by the Client a set of all the following actions:

registration on the Forex Company Platform;

familiarizing and acceptance of the terms of this Agreement, expressed in the order prescribed by the Forex Company;

familiarizing and agreeing 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), Privacy Policy and Risk Disclosure Statement, expressed in the order prescribed by the Forex Company;

depositing the funds as required by the Forex Company.

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 Agreement 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 operations involving

non-deliverable over-the-counter (OTC) financial instruments in the Forex market (hereinafter referred to as Operations) initiated by the Client.

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

1.3 The Client undertakes to transfer to the Forex Company funds in a foreign currency (to deposit), which ensures opening and/or maintenance of Client's open positions, including remuneration payments to the Forex Company, repayment of the negative financial result of the Operations 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 Operations 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 Operations. The list of types of remuneration for the Client's Operations is specified within this Agreement and the Rules for Trading.

1.7. The income tax from the profits 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 based on the data provided by the liquidity provider of the Forex Company.

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

## 2. CLIENT IDENTIFICATION

2.1. The identification of the Client of the Forex Company is a set of actions to gather personal data about the Client, as well as to verify the credibility of this data.

The Client shall pass the identification procedure before conducting operations involving non-deliverable over-the-counter (OTC) financial instruments unless otherwise specified within subclauses 2.2-2.3. of this Agreement. The Forex Company evaluates and verifies the information and documentation provided by the Client, and in case no violations are identified and all the necessary data is provided, then the Client's account on the Platform will be successfully created. The data provided by the

Client during identification is a subject to verification, during which measures on preventing money laundering, financing of terrorist activities and financing the proliferation of weapons of mass destruction will be taken.

2.2. When carrying out identification of the Client, the Forex Company has the right to complete it within 15 calendar days after the date of the conclusion of this Agreement if the amount of Funds deposited by the Client before the completion of identification does not exceed 100 base values (hereinafter - deferred identification). In case of deferred identification, the Client has the right to start conducting operations involving non-deliverable over-the-counter (OTC) financial instruments (using the Platform) before completing the identification procedure.

2.3. If within 15 calendar days after the date of the conclusion of this Agreement, the Client has not provided the data and (or) documents necessary to complete the identification, and (or) based on the documents provided by the Client it is established that the Client has violated the requirements of Section 14 of this Agreement, the Forex Company unilaterally terminates the Agreement with such Clients, compulsory closes their positions at the current market price at the time of closing and refunds the remainder of the funds under the terminated Agreement in an amount not exceeding 100 base values. Refunds under the terminated Agreement in an amount not exceeding 100 base values are carried out in the currency of the Client's account.

For the purposes of calculating the limit of the amount of funds on Client's account which can be refunded upon termination of the Agreement in case of deferred identification as specified by this Agreement, the official exchange rate of the Belarusian ruble against foreign currencies established by the National Bank of the Republic of Belarus on the date of deposit and (or) return of the Funds is applied.

2.4. If, as the result of operations involving non-deliverable over-the-counter (OTC) financial instruments before the completion of the Client's identification, the balance of the Client's account exceeds 100 base values, then upon termination of this Agreement in the manner specified within clause 2.3, the Funds in the amount of the difference (the amount exceeding 100 base values) become the property of the Forex Company.

### 3. PROCEDURE FOR DEPOSITING THE FUNDS. FUNDS ACCOUNTING AND WITHDRAWING. CONDITIONS AND TERMS OF PAYMENTS BETWEEN THE CLIENT AND THE FOREX COMPANY

3.1. The Client shall make the deposit to their account via bank transfer, bank payment card or using payment services with which the Forex Company has concluded relevant agreements or by transferring the deposit from their account opened with Capital Com SV Investments Limited to their account opened with the Forex Company.

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, their 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.

It is not allowed to make a deposit from accounts (bank cards) which do not belong to the Client.

Step-by-step procedure of depositing funds.. To deposit to the account, the Client opens a special section of the Platform and selects the method of deposit from the suggested options (bank transfer, bank payment card, payment services: Apple Pay and others). Next, the Client enters the desired amount of deposit, the details of the payment method and confirms their actions by clicking the appropriate button to deposit the funds. When choosing a bank payment card, the Client selects a specific card from which the deposit is planned and enters card details. When choosing a bank transfer, the Client is offered the bank details of the Forex Company for issuing instructions to the Client's bank.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. Funds accounting can be performed in U.S. Dollars, Euros, Pounds sterling, Polish zlotys and Russian roubles The Client shall choose the account currency when opening an account on the Platform of the Forex Company. If the currency of the funds deposited by the Client 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 order to conduct the transaction.

3.6. Accounting of the funds on the Client account's balance shall be performed on the Platform in terms of accounts and currencies. The amount of funds is increased by the amount of the positive price difference for the conducted Operations, and reduced by the amount of the negative price difference for the executed Operations.

3.7. 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 on the Platform under the «Deposit» section in the process of Deposit.

3.8 When conducting operations on depositing/withdrawing the funds 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.

3.9. The Client shall at any time be entitled to declare the return of part or all of the funds on his/her 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 funds available funds for withdrawal shall be equal to the amount of Funds on 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 of Margin required to hold open positions.

The Forex Company has the right to reject the Client's request (application) for funds withdrawal if it does not meet these conditions, or the Forex Company has reason to believe that the Client has violated any of the provisions of this Agreement.

Step-by-step procedure for withdrawing funds. To withdraw funds from the account, the Client opens a special section of the Platform and selects the withdrawal method from the suggested options (bank transfer, bank payment card, payment services: Apple Pay and others). Next, the Client enters the desired withdrawal amount, payment details and confirms their actions by clicking the appropriate button. When choosing a bank payment card, the Client selects a specific card to which it is planned to withdraw and enters card details. When choosing a bank transfer, the Client is asked to enter the

withdrawal amount and the bank details of the Client's bank to make a withdrawal of funds by this method.

It is not allowed to withdraw the funds to the payment methods which do not belong to the Client.

3.10. The Forex Company processes all funds withdrawals within up to five working days. This period does not include time it takes for the service bank, the processing system or the payment system. to process the transaction. In exceptional cases (suspicion of the doubtful nature of the Operation, at the time of fixing technical failures, etc.) the Forex Company reserves the right to increase this period.

At the Client's request, the Forex Company assists in providing information on the transaction performed by the service bank, the processing system or the payment system.

3.11. 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 at the Client's expense by deducting them from the amount of the credited refund, unless the Forex Company wishes to cover part or all of these costs at its expenses at its discretion.

3.12. If the Client uses several cards when depositing or withdrawing the funds to/from the Platform, or the Client chooses a withdrawal method which differs from the deposit method, or in other cases, the Forex Company may require, and the Client undertakes to provide additional confirming information or documents in order to comply with the legislation of the Republic of Belarus in the field of preventing money laundering, financing of terrorist activities and financing the proliferation of weapons of mass destruction.

#### 4. THE PROCEDURE FOR CALCULATING AND PAYING THE REMUNERATION TO THE FOREX COMPANY, AND TERMS AND PROCEDURE OF ITS PAYMENT

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

## 4.2. Overnight commission.

4.2.1. Overnight commission shall mean the payment (remuneration) for transferring an open position to the next (trading) day.

4.2.2. The value of the overnight commission fee is set as a percentage. The overnight commission amount shall be calculated as the multiplication of the volume of the open position by the overnight commission amount (percentage). The overnight commission is converted into the account currency at the exchange rate of the Platform. The volume of the position shall be determined by the Client when submitting the order to fix the price of the underlying asset. The value of the overnight commission shall be specified on the Platform. For some groups of financial instruments, when calculating the amount of the overnight commission, the size of the Leverage used when opening a position (the percentage of Funds used to open a position) may also be taken into account.

4.2.3. 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.

## 4.3. Spread

4.3.1. Spread shall mean the difference between the price of the underlying asset of the Operation, 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 Operation, the positive financial result for which is achieved with a negative change (reduction) of the price of the underlying asset at the same moment.

4.3.2. The Forex Company has a dynamic spread for all financial instruments. The spread size is displayed on the Platform in points and is taken into consideration when determining the financial result from the completed Operation at the moment of closing the position.

## 4.4. Dividend Commission

4.4.1. If there are open positions on the 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 (for Long positions) or deducted from the account (for Short positions) the dividend commission is determined by the following formula:

$$Cd = Q \times D,$$

where  $Cd$  is the dividend commission,  $Q$  is the number of securities,  $D$  is the amount of dividends per one share (for Long positions, the amount of dividends per share after tax deduction).

#### 4.5. Guaranteed Stop Loss Commission

4.5.1. 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» commission shall be deducted from the Client's account balance.

4.5.2. The commission fee shall be set as a percentage and shall depend on the financial instrument selected by the Client. The percent shall be displayed on the Platform during the placement of the GSL order.

4.5.3. The commission amount is calculated as the multiplication of the commission fee, 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.

4.6. The Forex Company reserves the right to change the amount of remuneration unilaterally from time to time by providing the Client with appropriate notifications through the Forex Company's website and / or the Platform. The Client is solely responsible for tracking and monitoring changes in the amount of remuneration of the Forex Company. The Client should regularly monitor and / or check the information on the Forex Company's website or Platform, taking into account that the Forex Company is not obliged to make personal notifications about changes in the amount of remuneration. The use of the Platform is considered by the Forex Company as the Client's consent to the changes. If the Client does not want to be bound by these changes, he must stop using the Platform and immediately inform the Forex Company about this.

### 5. PROCEDURE OF DEFINING THE LEVERAGE. PROCEDURE OF DEFINING THE PRICES OF THE UNDERLYING ASSETS

5.1. The ratio between 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 funds required to maintain this open position is called Leverage. On the Forex Company's Platform, the amount of funds used to maintain the open position(s) is called «Margin».

5.2. The leverage shall be set depending on the Client's category. The maximum leverage size shall be as follows: 100 for the «Client» category; 200 for the «Qualified 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.

5.3. For some underlying assets and (or) for some Clients, the Forex Company may, at its discretion, set a special leverage that does not exceed the maximum leverage for the corresponding Client category.

5.4. The Forex Company receives information on quotes (prices) of underlying assets from quotation providers and (or) liquidity providers.

5.5. Quotes (prices) 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 from liquidity providers available on the market.

## 6. THE PROCEDURE OF INITIATING THE OPERATION BY THE CLIENT. THE PROCEDURE AND TERMS OF PROVIDING CLIENT WITH REPORT ABOUT CONDUCTED OPERATIONS, EXPENSES ACCRUED BY CLIENT, PROFITS GAINED BY CLIENT

6.1. Initiation of the Operation by the Client, receipt and execution of the Client's order to fix the price of the underlying asset shall be performed automatically, once the Client performs the required actions on the Platform.

6.2. To access the Platform, the Clients shall use the login (email address) and the password specified by them when they access the Platform for the first time

6.3. Reports on the Operations initiated by the Client shall be provided to the Client (can be generated by the Client) around the clock on the Platform.

6.4. Primary accounting documents on the basis of which the Forex Company discloses in the accounting reports the operations involving non-deliverable over-the-counter (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.

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

7.1. 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 between the current amount of the Client's «Equity», - the sum of the Client's Funds plus the current financial result for open positions (the current negative financial result is summed up with the «-» sign) and the amount of funds required to maintain open position(s) («Margin»).

7.2. The forced closure of the Client's position by the Forex Company shall be accompanied by a corresponding record on the Platform in relation to this position.

7.3. If the «Stop-out» level on the Client's account has reached 50% and the Client has several open positions, the Forex Company closes the Client's positions at the current market price in the following order:

7.3.1. all pending orders are cancelled;

7.3.2. if the Margin Level is still below 50%, then all open positions with the negative financial result on open markets are closed;

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

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

7.4. The Forex Company may also forcibly close an open position on a financial instrument or cancel a pending order on a financial instrument in the following cases:

7.4.1 if the Forex Company has reason to suspect the dubious nature of the Client's deposit or withdrawal;

7.4.2. if the deposit to the Client's account was made with the use of payment method, belonging to the third party;

7.4.3. if the Client initiated a chargeback case against the Forex-company;

7.4.4 if the position on the Client's account resulted from erroneous actions on the part of the Forex Company (technical failure, falling of non-market quotes (prices) in the thread, etc.);

7.4.5. if the Forex Company can not 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 actions of the mentioned third parties , which directly or indirectly affect the process of providing services by the Forex Company under the Agreement (exclusion/suspension of trading in this financial instrument on the relevant exchange, low/zero liquidity on the financial instrument, etc.);

7.4.6. when certain Corporate events occur;

7.4.7. upon the expiration date of a financial instrument with an expiring term;

7.4.8. in order to comply with the requirements of the legislation on preventing money laundering, financing of terrorist activities and financing the proliferation of weapons of mass destruction, including freezing the funds and (or) blocking a financial transaction;

7.4.9. upon the occurrence of force majeure.

7.4.10. if the Client, within 15 calendar days after the date of conclusion of this Agreement, has not provided the documents and information necessary to complete the deferred identification;

7.4.11. For some financial instruments differentiated on the Platform as a separate group - Trending stocks, the underlying assets for which are usually highly volatile securities, open positions can be closed at the end of the day at the last available quote (price).

7.5. The Forex Company takes all reasonable measures to inform Clients of the possible occurrence of the events specified within clause 7.4. and if the Forex Company has such an information, it notifies Clients in written form of the need to close open positions on the financial instruments that may be affected by these events within a reasonable time.

7.6. 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's account.

## 8. CORPORATE EVENTS AND EXPIRING INSTRUMENTS

8.1. The value of the underlying assets is affected by various Corporate events. A Corporate event is any action or event, whether temporary or other, with respect to the underlying asset(s) and / or with respect to the issuer of the underlying asset (s), which affects the value, other legal characteristics, or the ability to perform operations with a financial instrument based on this underlying asset, including, but not limited to: distribution or granting of rights to existing holders of rights to the underlying asset(s), dividend payments, granting of rights to purchase, subscribe or receive any underlying asset(s) (free of charge, on preferential payment terms or otherwise) or funds, issue of rights, issue of bonuses, capitalization and similar issues, mergers or acquisitions related to the issuer of the underlying asset(s), reduction (including share repurchase), consolidation, reclassification, restructuring, cancellation or suspension of the listing of the underlying asset(s) or the issuer of the underlying asset(s), as well as any action or event similar to any of the above or otherwise capable of having a diluting or concentrating effect on the value of the underlying asset(s).

8.2. If a Corporate Event occurs at a time when the Client holds an open position on such an underlying asset or has a pending order affected by such a Corporate Event, the Forex Company notifies the Client of such a Corporate Event in advance, whether committed or not yet occurred, as soon as it is reasonably feasible, however, the Forex Company reserves the right to act without such prior notice. Depending on the type of Corporate Event, the Company informs the Client about the actions/adjustments that must be taken, if any, including the possibility of closing affected positions, and (or) canceling pending orders, and (or) adjusting account's balance.

Depending on the type of Corporate Event, a Forex Company may be required to adjust the size and / or cost and / or quantity of the corresponding position(positions), including also the possibility of opening a new position(positions) or closing an existing position(positions) at a last available price. Such an adjustment will take into account the diluting or concentrating effect of a Corporate Event in order to preserve the economic equivalent of the rights and obligations of the parties in relation to this position (positions). Any action taken by a Forex Company takes effect from the date determined by the Forex Company and is mandatory. In some cases, these actions may be retrospective.

The closing of the Client's position will not occur on a financial instrument, in the case of a Corporate Event related to the dividend payments. In this case, adjustments will be made to the Client's account, which will be calculated by the Forex Company

based on the amount of dividends, the size of the Client's position, taxation and whether this is a buy or sell operation.

8.3. Some financial instruments have an expiration date. On the expiration date of the financial instrument, an open position on such an instrument will be automatically closed at the prevailing at the time of closing or the last available market price.

The exception is financial instruments, the underlying asset for which is a foreign currency, conduction of operations on which is only possible on weekends. These financial instruments have a distinctive marking from other instruments (hereinafter referred to as weekend financial instruments). Weekend financial instruments have a validity period: from Friday 17: 05 (EST) to Sunday 17:00 (EST). On the expiration day of the weekend financial instrument, all open positions on it will be closed. The closing price is calculated in accordance with the rules established by the Forex Company's liquidity provider.

8.4. If the Client has pending orders for expiring financial instruments, upon the expiry date, they will be automatically canceled after the expiry date. The Client can independently close the corresponding position and cancel the corresponding pending orders before their expiry date.

8.5. The expiry date of the relevant financial instrument is published either on the website or in the corresponding section of the Platform.

## 9. RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. The Forex Company undertakes to:

9.1.1. 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;

9.1.2. 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;

9.1.3. return the Funds 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;

9.1.4. For the purposes of performance of the Agreement, use 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;

9.1.5. Provide the Client with reports on the history of conducted operation Operations in the electronic form.

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

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

9.1.8. in accordance with the legislation of the Republic of Belarus, suspend the transaction with (deposit or withdrawal of Funds) 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.

9.2. The Client undertakes to:

9.2.1. 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;

9.2.2. take into consideration the risks arising from conducting the Operations in order to ensure effective operations involving non-deliverable over-the-counter (OTC) financial instruments;

9.2.3. 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.);

9.2.4. deposit the funds to the account on the Forex Company's Platform in order to fulfill his/her obligations arising from performance of the Agreement;

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

9.2.6. regularly review reports, history of Operations 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 Operation, it is considered irrevocably and finally accepted by the Client along with all its conditions;

9.2.7. Upon the request, provide any documents requested by the Forex Company in order to fulfill obligations stipulated by this Agreement and/or arising from requirements of the law of the Republic of Belarus or country of Client's residency.

9.2.8. act in good faith and in accordance with the conditions specified within this Agreement and the Rules.

### 9.3. **The Forex Company shall be entitled to:**

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

9.3.2. **to postpone execution, adjust or refuse to execute an order** to return (withdraw) the Funds in the following cases:

they are used to maintain open positions;

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

The Client requested to withdraw the Funds 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 regarding execution of the Agreement;

the Forex Company has suspended the provision of services to the Client under this Agreement;

it follows from the legislation of the Republic of Belarus.

9.3.3. 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:

9.3.3.1. complete or partial interruption or malfunctioning of the Platform's functionality, including in other technologies and (or) services that ensure the

operational status of the Platform or maintaining the necessary connections between the Platform and the Client;

9.3.3.2. occurrence of security violations of connection with the Platform;

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

9.3.3.4. 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 of the obligations under this Agreement by the Client or the Forex Company;

9.3.3.5. The Forex Company is obliged to do so in accordance with the legislation of the Republic of Belarus or a legal act of a court or other body (other organization) that is mandatory for the Forex Company;

9.3.3.6. The Client has not provided the documentary confirmation requested by the Forex Company of the source of the origin of the funds, the ownership of them, the source of the Client's welfare;

9.3.3.7. the use of the Client's account is subject to any investigation, judicial or other proceedings by the state, and (or) the Forex Company has identified an increased risk of violation of the law associated with activities on the Client's account;

9.3.3.8. The Forex Company suspects the money laundering, financing of terrorist activities and financing the proliferation of weapons of mass destruction, fraud or any other offense (including due to information received from the third parties), in particular, but not limited to cases where the Client repeatedly commits operations that the Forex Company considers suspicious;

9.3.3.9. The Forex Company suspects that the Client uses any insider information about financial instruments (underlying assets) or manipulates prices when using the Platform;

9.3.3.10. The Client has used and (or) uses shortcomings in the Platform, or operational incidents on the side of the Forex Company (including technical failures (errors) on the Platform), or Corporate Events, abuses the trust of the Forex Company and (or) the rights granted, or otherwise used the Platform in bad faith earlier and (or) uses the Platform for profit and income. The Forex Company will qualify such behaviour of the Client as improper and abusive.

For the purposes of this Agreement, abuse of the trust of the Forex Company and (or) the rights granted is understood as any unfair actions of the Client, including, but not limited to:

(i) the implementation of «multidirectional» («mirror») Operations within the same market (one financial instrument), started with a slight difference in time and (or) prices on the same device and (or) from the same IP address, but using different accounts (created in the name of one or different individuals), including those aimed at obtaining benefits (income) from the use of functions (capabilities) of the Platform;

(ii) performing actions by the Client or performing coordinated actions by the Clients aimed at obtaining benefits (generating income) from the use of such functions (capabilities) of the Platform, such as «protection against negative balance» and the «Guaranteed Stop Loss» option, as well as other actions aimed at obtaining benefits (generating income) from the use of functions (capabilities) of the Platform are not in accordance with the purpose of such functions (capabilities);

(iii) there are signs that the Client uses «arbitrage» strategies (systems) when performing Operations, as well as other strategies (systems) that use technical errors, imperfections of the Platform and (or) the price flow (quotes) of the underlying assets;

(iv) the use of other unfair strategies or algorithms in the process of performing Operations on the Platform aimed at obtaining benefits in a manner not provided for in this Agreement;

(v) other actions of the Client, which, at the discretion of the Forex Company, are an unfair use of the Platform, and (or) lead or may lead to illegal receipt of benefits and (or) contradict the rules and regulations governing the activities of operations involving non-deliverable over-the-counter (OTC) financial instruments, and international principles.

9.3.3.11. 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;

9.3.3.12. Client's violation of the applicable Rules for conducting operations, including untimely submission of information and documents necessary for updating his/her data;

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

9.3.3.14. in order to comply with the requirements of the legislation on preventing money laundering, financing of terrorist activities and financing the proliferation of weapons of mass destruction;

9.3.4. provide information about the Client (including their personal data) 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;

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

9.3.6. cancel, revise and (or) correct the results of the Client's completed Operation(s) and (or) adjust the account's balance on the Client's account if:

9.3.6.1. the completed Operation contained or was based on any error that the Forex Company reasonably considers an Obvious error and (or) the operation was the result of price manipulation as a result of system errors or system failures;

9.3.6.2. The Client abuses the trust of the Forex Company and (or) the rights granted to him;

9.3.6.3. if such actions from the Forex Company's side are necessary and reasonable in order to eliminate the consequences of technical or software errors (failures) and (or) the consequences of incorrect operation of the Platform functionality, and (or) for the purpose of eliminating any other errors.

9.3.7. at its sole discretion, monitor and periodically make changes to the functionality of the Platform, its configuration, interface and content.

9.3.8. adjust the Client's balance (in a positive direction) in case of Stop Loss order execution at a price different from the price specified in the order.

9.3.9. to conduct various loyalty programs at its own discretion. In particular, to credit rebate to Clients, as a refund of a part of the previously paid remuneration, depending on the activity of the Client and the volume of operations performed by the Client. Information about the terms and conditions of the loyalty programs conducted by the Forex Company is communicated to customers by sending a message to the email address specified during registration and (or) by posting information on the Forex Company's website.

9.4. The Client shall be entitled to:

9.4.1. deposit the funds to their account under the conditions defined by the Agreement and the Rules;

9.4.2. at any time, at their own discretion, manage their available funds in the manner and on the conditions stipulated by the Agreement and the Rules;

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

9.4.4. apply to the Forex Company with inquiries and suggestion ;

9.4.5. to open an account for conducting Operations with non-deliverable OTC financial instruments, with the acceptance of the corresponding agreement with another entity, including the entity operating under different jurisdiction, and which has the legal right to use the Platform simultaneously with the Forex Company, provided the proper functional capabilities of the Platform exist and in accordance with the legislation of the state (country) of another entity in a manner stipulated by this Agreement.

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

## 10. RISKS. RESPONSIBILITY OF THE PARTIES

10.1. The possibility of making a profit when conducting operations involving non-deliverable over-the-counter (OTC) financial instruments is inextricably linked with the risk of sustaining losses, so the Forex Company shall not be responsible for the following:

losses sustained 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 amount of funds in relation to their open positions (the Margin Level reaches the minimum value (Stop-Out Level) and, as a consequence, the forced closing of the Client's position);

lack of liquidity in the OTC Forex market at any time, and therefore, the lack of 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, as the result of which, the Client could not open/close the position or opened/closed the position at the price that was significantly different from the position closing price desired by the Client;

the loss sustained 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 Operations 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 Operations 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 Operations through the Internet and technical condition of the Client's equipment and performance of such an equipment;

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

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

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

10.2. 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 10.3 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 security 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.

10.3. 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 operations 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 Operations 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 execution of Client's orders as part of the Operations.

## 11. TERMS OF USE OF THE PLATFORM

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

11.2. Forex Company provides the Client with the access to full functionality of the Platform, including, but not limited to opening an account for conducting Operations with non-deliverable OTC financial instruments, with the acceptance of the corresponding agreement with another entity, including the entity operating under different jurisdiction, and which has the legal right to use the Platform simultaneously with the Forex Company.

If the Client uses the functional capability of the Platform, specified within this Clause, then this Agreement between Client and the Forex Company is considered to be terminated by mutual consent effective at a date, when the Client concluded the agreement with another entity. In such a case, the deadline for fulfilling all the Client's obligations towards the Forex Company is considered to be reached, all the Funds which must be paid by the Client to the Forex Company are to be paid immediately, all open positions on Client's account are to be closed immediately. Identical positions will be opened on the same prices (quotations) by the new entity.

For the purposes of implementing the functional capability of the Platform, specified within this Clause, in accordance with the Article 294 of the Civil Code of the

Republic of Belarus, the Client hereby imposes an obligation on the Forex Company to deposit (transfer) funds to the account for the purposes of opening the account with another entity.

In that case, it is mandatory for another entity to accept the obligation to deposit (transfer) the funds to the Client's account in accordance with the agreement accepted between the Client and the new entity.

11.3. In case of unilateral termination of this Agreement, Forex Company is entitled to offer the Client to use the functional capability of the platform specified within the Clause 11.2.

11.4 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.

11.5 The Client acknowledges and agrees that he/she is 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 Operations, 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 Operations 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.

## 12. CONSULTING, INVESTMENT ADVICE

12.1. The Client agrees and acknowledges that, as part of performance of the Agreement, the Forex Company does not have any obligations to the Client to provide him/her with any advice or consultation regarding the Client's operations involving non-deliverable over-the-counter (OTC) financial instruments, including the choice of underlying assets and(or) closing positions, applying an investment strategy. The Clients independently, on the basis of their own opinion and under their own responsibility, decide how to manage their account, when and what orders to submit to the Forex Company.

12.2. The Forex Company is entitled, from time to time and at its discretion, to provide informative messages personally to the Client (or to an indefinite list of individuals), which it can post on its website on the Internet or on 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:

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

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

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

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

12.2.5. 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;

12.2.6. 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.

### 13. SECURITY OF PERSONAL DATA. CONFIDENTIALITY

13.1. The Client agrees to keep secret and shall not disclose their personal data used to access 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).

13.2. 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 notification.

13.3. The Client agrees that he/she 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 misuse of the Access Data.

13.4. The Client confirms that the Forex Company shall not be responsible in event of the third parties obtaining unauthorized access to the Client's personal information, including their email addresses, electronic correspondence, personal data 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.

13.5. If the Forex Company receives information that the Client's Access Data may have been obtained by unauthorized third parties, then the Forex Company is entitled to 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.

13.6. 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.

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

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

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

13.7.3. 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;

13.7.4. 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;

13.7.5. if it is reasonably necessary for the Clients to conduct Operations and for the Forex Company to provide support services within the scope of the Agreement, including for the purposes of opening the account with another entity, including the entity operating under different jurisdiction, and which has the legal right to use the Platform simultaneously with the Forex Company in the manner prescribed by the Clauses 11.2-11.3.

13.7.6. when the Forex Company checks the Client for the availability of their personal data in the relevant databases of state bodies (agencies, bureaus, services), other organizations that collect and provide information about individuals 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;

13.7.7. 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;

13.7.8. 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;

13.7.9. 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;

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

13.7.11. 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.

13.8. 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 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).

13.9. The Forex Company will form and keep records of its obligations for each Client and store this information, including the Client's personal data, for at least two years from the date on which the parties fulfilled all the obligations under the Agreement.

#### 14. REPRESENTATIONS AND WARRANTIES

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

14.1.1. the Client is at least 18 years old, or he/she has been found to be fully capable before the specified age in accordance with the procedure established by law;

14.1.2. the Client is in the right mind, is able to make decisions independently and be responsible for them, is not limited in capacity or is not recognized as incapable;

14.1.3. there are no restrictions, including those established by the court or arising from the nationality, citizenship or religion of the Client, to the Client's participation in operations with financial instruments;

14.1.4. The Client is a citizen of a country, or resides in a country that is not included in the list of regions where the Forex Company does not provide Services («Territorial Limitations»). The list of limited regions is available on the Forex Company's website;

14.1.5. 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 Operations are associated;

14.1.6. the Client does not act on behalf of or in favor of a third party; all Operations will be performed solely on behalf of and in favor of the Client;

14.1.7. 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;

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

14.1.9. the funds used by the Client to conduct Operations are not proceeds from crime;

14.1.10. 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;

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

14.1.12. the Client is 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 Client becomes a Public Person, they must immediately notify the Forex Company about it;

14.1.13. the Client understands the financial meaning of the Operations conducted;

14.1.14. the Client is aware of the risky nature of the Operations. He/She has read the Risk Disclosure Statement and agrees to accept it;

14.1.15. 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 Operations, the types and (or) sizes and (or) the procedure for calculating the remuneration of the Forex Company, working hours of the Forex Company, the suspension of the operation of the Platform;

14.1.16. The Client will not abuse the trust of the Forex Company and (or) the rights granted to him, will use the Platform in good faith in accordance with the terms provided within the Agreement and (or) the Rules, as well as the legislation governing

activities related to operations involving non-deliverable over-the-counter (OTC) financial instruments.

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

15.1. The Agreement shall become effective from the moment the Client conducts all the necessary actions required for acceptance of this Agreement and shall remain in full force and effect until the Parties fulfill all the obligations assumed under it.

15.2. The Agreement may be terminated by mutual consent between the Parties.

**15.3. 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 14 of the Agreement;

the Client's failure to submit documents (information) required to identify (completion of deferred identification) 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;

if the Client used third party payment method(s) to deposit the funds on his/her account;

the absence of operations on the Client's account within the last calendar month;

without explanation, if the Forex Company at its own discretion identifies, that allowing the Client to conduct the Operations on the Platform will result in a risk of

additional financial or reputational losses for the Client, Forex Company or the third parties.

In cases when the Client conducts communication with employees or other legal representatives of the Forex Company in an abusive (insulting) or improper manner. This includes, but is not limited to communication conducted via the phone calls, emails, chats, social networks etc.

**15.4. The Client shall be entitled to refuse to perform the Agreement, provided all obligations towards Forex Company are fulfilled t:**

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

in case of disagreement with the changes made to the Rules for Operations;

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 his/her obligations under the Agreement.

15.5. If the Forex Company or the Client terminates the Agreement in the cases listed within Clause 15.3 or 15.4 of this section, this Agreement is terminated on the day of sending the relevant notification sent in writing by the addressee party (a different timeframe for termination of the Agreement may be applied if such a timeframe is specified sent by the Forex Company).

From the moment the party sends the relevant notice of termination of the Agreement, the deadline for fulfilling all the Client's obligations to the Forex Company is considered to be reached, all the Funds which must be paid by the Client to the Forex Company are to be paid immediately, and all open positions on Client's account will be forcibly closed by the Forex Company. If the Client violates the requirements of Clause 14.1. of this Agreement, the Forex Company unilaterally terminates the Agreement with such Clients, forcibly closes their positions at the current market price at the time of closing and returns the remaining funds under the terminated Agreement. If, as a result of operations involving non-deliverable over-the-counter (OTC) financial instruments, at the time the Forex Company detects the fact specified under the Clause 14.1., the Client's account balance (after forced closure of all open positions) exceeds the amount

of Fund deposited by the Client, then the funds amounting to the difference (balance and deposited amount) become the property of the Forex Company.

15.6. Despite the other provisions of this Agreement, each Party has the right at any time to unilaterally terminate this Agreement by sending a written notice of such termination to the other Party in the following order:

15.6.1. If there are no open positions on the Client's account, this Agreement is terminated on the day of receipt by the addressee of the corresponding notification sent in writing (a different term for termination of the Agreement may be provided in the notification from the Forex Company);.

15.6.2. If there are open positions on the Client's account, this Agreement is terminated on the day specified within the relevant notification, which must be sent in writing at least 10 days before the expected moment of its termination. The Client is obliged to close their open positions and cancel pending orders (if any) within 10 (ten) days from the date of receipt of such notification. After the expiration of the specified 10-day period, all open positions of the Client will be forcibly closed by the Forex Company.

15.7. From the moment the Client receives a written refusal to execute the Agreement, the Forex Company has the right 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;

not to accept and (or) not to perform the Client's orders to open new positions, as well as to introduce changes to already open positions, with the exception of orders aimed at closing them;

withhold the Funds deposited by the Client until the Client fulfills all of his/her obligations under the Agreement, including those with regard to settlements on the Operations conducted. At the same time, for the purposes of settlements, the Forex Company shall be entitled to combine the Client's obligations and the Funds of the Client, from different accounts, into a single balance and perform mutual settlements on it;

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 Funds, 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.

15.8. Unless otherwise specified by the parties to the Agreement in writing, the Forex Company shall return to the Client the remaining funds after the Client fulfills all of his/her obligations under this Agreement. 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.

15.9 Forex Company shall not be responsible for inability to return (withdraw) the funds in case specified under the Clause 15.8 of this Agreement if the inability is resulted from the circumstances which are not the fault of the Forex Company.

## 16. SPECIAL CONDITIONS

16.1. 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.

16.2. 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:

16.2.1. by posting on the website of the Forex Company in the Internet changes to the terms or posting the revised Agreement (taking into account the changes made);

16.2.2. unless otherwise 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.

16.3. 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.

16.4. 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.

16.5. Unless otherwise agreed, all notifications, statements and other communications that the Forex Company will provide in accordance with this Agreement must be sent using the contact details provided to the Forex Company by the Client. Similarly, all notices, statements and other communications that the Client will provide in accordance with this Agreement must be sent to the Forex Company in writing to the address specified in section 17 («Details of the Parties») of this Agreement or to the email address support@capital.com.

16.6. 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.

16.7. 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.

## 17. DETAILS OF THE PARTIES

17.1. The Forex Company details:

Full name: Closed joint stock Company Capital Com Bel.

Short name: CJSC Capital Com Bel.

Registration number: 193225654.

Registration authority: Minsk City Executive Committee.

Registration date: March 3, 2019.

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

Identification code of the Forex Company: 40016.

Location (legal address):

Republic of Belarus, Minsk, Internationalnaya str, 36/1, office 823.

Bank details:

**CJSC «Alfa-Bank» (Closed Joint-Stock Company «Alfa-Bank»)**

Bank address: Minsk, Surganova str, 43-47

code (SWIFT) ALFABY2X

BY88ALFA30112458890060270000 (EUR)

BY06ALFA30112458890050270000 (USD)

BY43ALFA30112458890090270000 (GBP)

BY51ALFA30112458890020270000 (RUB)

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

Bank address: Republic of Belarus, Minsk, Komsomolskaya str, 13 Central office No. 113

Code (SWIFT) PJCBY2X

BY20PJC30110590841000000840 (USD)

BY77PJC30110590841000000978 (EUR)

BY04PJC30110590841000000643 (RUB)

BY10PJC30110590841000000826 (GBP)

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

Director \_\_\_\_\_



V.G. Rzhetskaya

## Appendix No. 1

To the agreement with individuals on conducting operations involving non-deliverable over-the-counter (OTC) financial instruments (activity in the OTC Forex market)

### **Risk Disclosure Statement**

The purpose of this Risk Disclosure Statement (hereinafter referred to as the Statement) is to indicate to the Client the risky nature of operations involving non-deliverable OTC financial instruments and to warn Client that the possibility of making a profit is inextricably linked to the risk of losses. The Forex Company strives to disclose to the Client information about all the risks associated with conducting Operations on the financial markets, to the maximum extent however, the list of risks given in this Statement is not exhaustive due to the variety of possible situations that arise when conducting these Operations.

1. Conducting operations involving non-deliverable OTC financial instruments allows the Client to receive high profits, however, at the same time, it includes a potentially high level risk of losses. Therefore, first of all, it is important for the Client to carefully work out the strategy of conducting Operations and determine the amount of free financial resources, the loss of which will not significantly affect his well-being. It is not recommended to use funds that are borrowed, received in the form of a loan, social benefit or pension as margin security.

2. Conducting operations involving non-deliverable OTC financial instruments is a highly risky and speculative type of activity and is not suitable for all categories of Clients. Operations can be performed by Clients who:

have sufficient knowledge about the over-the-counter Forex market and the procedure for conducting Operations on it;

understand and are ready to take on financial, technical, legal and other risks;

are ready to incur financial losses when conducting Operations, taking into account their personal financial obligations, the amount of free financial resources, the usual lifestyle and other life circumstances.

### 3. Leverage.

Operations on the over-the-counter Forex market are carried out using leverage. This means that the volume of Operations performed by the Client on the over-the-counter Forex market can be tens or hundreds of times higher than the amount of funds deposited by them. Thus, margin leverage increases the possibility of making a profit for the Client by tens or hundreds of times, but at the same time, it increases their risks of receiving losses to the same extent. When using margin leverage, even a relatively small change in the price of the underlying asset at which the Client conducts an Operation can lead to significant losses for the Client.

### 4. Liquidity risks

Liquidity risk is the risk of losses, additional costs, non-receipt of planned income due to a situation in which opening or closing a position (in other words, opening/closing Long or Short positions) within each individual Operation will be difficult at a certain point in time. The Client should pay attention to the liquidity of the corresponding underlying assets, since with low liquidity, the inability to close positions can lead to significant losses for the Client. Low liquidity of the underlying asset or its absence at a certain point in time can lead to an increase in the spread. A large spread makes it difficult to execute orders sent by the Client in order to limit losses (Stop Loss order). In order to avoid losses, the Client must independently monitor the market situation and conduct Operations depending on it. In certain cases, a Forex company may not be able to execute the Client's order to fix the price of the underlying asset, for example, but not only in the following cases: during the release of financial or other news; opening or closing of trading sessions; high market volatility, in which prices can significantly change in the direction of both increasing and decreasing, without falling into the values stated by the Client; rapid dynamics of price changes; insufficient liquidity in the market; under force majeure circumstances. If in such cases the Forex Company is unable to execute the Client's order regarding the price of the underlying asset, the size of the position or for any other reason, such an order will not be executed, and the Client will independently bear the risk of receiving losses associated with the inability to fix the price of the underlying asset, without the responsibility of the Forex company for their occurrence.

### 5. The risk of a break in quotes

Financial markets can fluctuate rapidly, and the prices of financial instruments will reflect this. The risk of a quote break is the risk that arises as a result of market volatility. A price gap occurs when the prices of financial instruments suddenly shift from one level to another without passing through an intermediate level. The Client does not always have the opportunity to place an order, and for a Forex company it is not always possible to execute an order between two price levels.

6. The risk associated with holding long positions.

To open a long position on a financial instrument means that the Client opens a position on a financial instrument in the “Buy” direction, speculating, assuming that the market price of the underlying asset will rise between the moment of buying and selling. The client will make a profit if the market price of the underlying asset increases during the holding of a long position.

The client will incur a loss if the market price of the underlying asset falls while holding a long position. The loss will be equal to the difference between the market purchase price of the underlying asset and the market sale price multiplied by the number of units of the underlying asset. Thus, the potential loss of the Client may be greater than the initial required margin.

The client may also suffer losses due to the closing of a position by a Forex company, if there is not enough Funds on the account to maintain an open position.

7. The risk associated with holding short positions.

A short position on a financial instrument means that the Client sells the financial instrument, assuming that the market price of the underlying asset will drop between the opening and closing of the operation. As the owner of a short position, the Client makes a profit if the market price of the underlying asset drops while the position is open.

The client will incur a loss if the market price of the underlying asset rises while the short position is open. The loss will be equal to the difference between the market price of the underlying asset at the time of opening and the market price at the time of closing, multiplied by the number of units of the underlying asset. Thus, the potential loss may be greater than the initial required margin.

The client may also suffer losses due to the closing of a position by a Forex company, if there is not enough Funds on the account to maintain an open position.

8. A stop-loss can not always protect against losses.

The forex company offers Clients the opportunity to choose a stop-loss order to limit potential losses from an open position. This option automatically closes a position when the market price reaches the price set in the order (the stop-loss level). However, the Forex company does not guarantee that the stop-loss order will be executed at the price specified in the order.

9. Compliance with margin requirements.

The Client should always maintain a minimum amount of funds required to maintain his/her open positions. The Client is responsible for monitoring the balance of his account. The client may receive a warning (margin call) to deposit additional funds if the amount of Funds on his account is too small. The Client may need to deposit additional funds to meet margin requirements in a short time in order to keep the positions open. Failure to comply with this requirement may lead to the cancellation of the pending market order and(or) forcible closure of the Client's positions.

10. Technical risk.

Operations involving non-deliverable OTC financial instruments are carried out exclusively on-line (via the Internet). While conducting the operation on the platform, Client may experience a system error as a result of any failure, malfunction or breach of any transmission system, communication system, computer equipment or software for conducting the operations, regardless of whether they belonged to the Forex or any other external party, that may mean that the Client's order may be delayed or not performed.

Technical risk – the risk of losses, additional costs, non-receipt of planned income due to failure (breakdown), malfunctions, system failures, disconnections (including in the presence of malicious actions, hacker attacks) of communication lines and channels, Internet, electricity, information, technical, software, other means and systems (including the platform) used by the Client when conducting Operations, as well as malfunctions (or the inability of the Client to use a particular function of a software and hardware tool) that arose due to ignorance of instructions, or non-compliance by the Client with the rules for using software and hardware tools or rules of operation of the equipment used by the Client for conducting Operations.

When the Client conducts Operations, the Forex Company is not responsible for possible losses of the Client due to: failure or errors in the software used by the Client; insufficient quality of communication on the Client's side, including low Internet connection speed; improper operation of the equipment used by the Client; failure to work or untimely updating of the software, including the Platform; the Client's use of illegal software in any variations; personal settings of the Platform made by the Client;

ignorance of the instructions by the Client, or non-compliance by the Client with the rules of use of software and hardware, or the rules of operation of the equipment used by the Client for conducting Operations. During the maximum loads on the market (for example, during the release of economic news), the Client should be aware of the potential for high loads on communication channels, and, accordingly, the temporary inability to contact the Forex company's server.

11. Currency risk.

Currency risk – the risk of losses, non-receipt of planned income due to changes in exchange rates on the international currency market if it is necessary to convert any amounts (margin security, profit, loss, etc.) into the currency of the account created by the Forex company to the Client (during the execution of the Agreement) or into the currency of the Client's bank account (when returning the margin security to the Client).

12. The risk of loss of privacy.

The risk of loss of confidentiality is the risk of losses, additional costs, non-receipt of planned income due to unauthorized access by third parties to the Client's confidential information and its use for their own purposes. In this case, confidential information means: personal information about the Client; details of the Client's bank payment cards; passwords for accessing the Platform; other passwords that were generated by the servers and software products of the Forex company and sent to the Client. The Client is obliged to take comprehensive measures to protect and preserve his confidential information. Information sent in encrypted form via e-mail is not protected from unauthorized access by third parties. All financial losses caused by this fact are completely borne by the Client.

13. The risk of communication.

Communication risk – the risk of losses, additional costs, non-receipt of planned income due to late receipt or non-receipt of messages from the Forex company by the Client, or their untimely reading or not reading. The Forex Company has the right to delete messages not received by the Client via the internal mail of the Forex terminal within three calendar days from the date of sending the message.

14. Legal risk.

Legal risk – the risk of losses, additional costs, non-receipt of planned income due to changes in the legislation, including tax, of the Republic of Belarus or the country of registration (residence) of the Client.

15. Socio-political risk.

Socio-political risk – the risk of losses, additional costs, non-receipt of planned income due to significant changes in the political (including for reasons of changing authorities / management) and economic situation in the country, which led to social instability and (or) economic crisis.

16. The risk of bankruptcy.

The risk of bankruptcy of a Forex company is the risk of losses, additional costs, non-receipt of planned income due to the insolvency of a Forex company. In this case, the procedures established by the legislation of the Republic of Belarus for declaring the debtor bankrupt and the order of repayment of creditors' claims will be applied.

17. Force majeure circumstances.

Forex company and the Customer are not responsible for non-performance (improper performance) of the obligations under the Agreement, if the proper performance prevented by force majeure (force majeure), which means any action, event or phenomenon out of the will of the parties, that is, that the party could not have foreseen or occurrence of which could not be prevented, including, but not limited to: strikes, riots or civil unrest, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, hurricanes, ddos attacks, power interruptions.

18. Taxes.

In accordance with the legislation of the Republic of Belarus, income received by individuals under Agreements concluded with forex companies is exempt from personal income tax.

There is a risk that income received by individuals who are not residents of the Republic of Belarus may be or become subject to taxation in the future, including due to changes in the legislation of the Client's country of residence or his personal circumstances. The Client is solely responsible for the payment of any taxes (fees, duties) that may be accrued to him in respect of income received as a result of his Operations. The forex company does not provide tax advice.