

## **APPROVED**

By order of the director of  
CJSC “Capital Com Bel”  
of 16 July 2019, No.14-OD  
V.G.Rzheutskaya  
with amendments and additions  
approved by the order dated 11  
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## **RULES**

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

### **1. TERMS AND DEFINITIONS**

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

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

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

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

Bid shall mean the lower price in the quote. The price at which the Client can sell a financial instrument.

Account shall mean the Client's account with a unique number, opened in the platform for accounting of deposit and the results of the transactions completed by the Client.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Margin Requirement (“Margin”) shall mean a part of the funds in the Client’s account required for opening a position.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Underlying Assets**

2.1. The underlying assets of non-deliverable OTC financial instruments can be foreign currency, precious metals, securities, oil, futures contracts, options, interest rates in the international capital market, and stock index values.

Transactions in non-deliverable OTC financial instruments may be conducted with respect to a set of underlying assets.

2.2. The full list of financial instruments offered by the Forex Company to Clients for conducting Transactions in the OTC Forex market and the conditions for

working on them (session schedules, spreads and commissions, margin requirements, etc.) are specified in the Platform and can additionally be posted on the Forex Company website.

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

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

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

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

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

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

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

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

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

Balance = amount of deposit.

Equity = amount of deposit + floating profit - floating loss.

Margin (Collateral) is a part of the margin required for opening and maintaining open positions.

Free Margin (Available) = Equity - Margin (Collateral).

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

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

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

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

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

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

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

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

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

The overnight commission amount is charged in the Platform and changes the balance of the Client's account at the time of the transfer of the open position to the next

day. Commencement of calculating the overnight commission depends on the time of the closing of the financial instrument session.

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

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

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

$$Cd = Q \times D,$$

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

5.5. Inactive account commission. In case of absence of open (closed) positions in the Client's account within the last six months, such an account shall be classified by the Company as inactive. The Forex Company charges the fee of 10 U.S. dollars (or an equivalent amount in the account currency) but not more than the amount of the actual margin in the Client's inactive account for maintenance of an inactive account.

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

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

The commission amount shall be calculated by the following formula:

$$GSL = R * OP * P$$

R is the commission amount in percent;

OP is the open position amount (amount of the purchased/sold underlying asset);

P is the price of the underlying asset established in the GSL order (the price at which the Client wishes to close the position, regardless of whether there is a quote in the market).

## 6. Personal Account

6.1. The account (personal account) is opened by the Client in the Platform.

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

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

6.3. The personal account consists of the following sections:

- Trade
- Discovery
- Analytics
- Portfolio
- Reports
- Deposit
- Settings

6.4. In the “Discovery” and “Analytics” Sections, the Client is offered a variety of analytical materials, statistical information on various financial markets, economic news and training videos.

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

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

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

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

6.7. The Client can do the following in the Settings section:

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

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

6.9. The Section "Trading" is a working space of the Platform, where the Client can place/cancel orders and all the necessary information: the list of financial instruments, quotes online, specification of financial instruments (unit of measurement of the underlying asset, margin leverage, margin requirements, spread, the amount of overnight commission, schedule of sessions, etc.), price charts, etc.

6.10. During the transaction initiated by the Client, the Client performs the following actions:

- selects a financial instrument,
- selects the direction of the position - "Sell" or "Buy",
- selects the order type (market or pending),
- sets the amount of the opened position, Stop Loss (normal or guaranteed, conditions of its execution), Take profit (conditions of execution),
- confirms the order by pressing the "Buy" or "Sell" button.

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

A more detailed procedure for filing, processing, execution of Client orders, and possible orders, accounting systems of open positions in the framework, the sequence of actions to complete the Transaction contained in the Regulations for the filing, processing and execution of orders of clients on the fixing price of the underlying asset in the transactions with non-deliverable OTC financial instruments.

6.11. When making transactions Forex company performs the following actions:

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

6.12. The Forex company stores the following information for each Account of each Client:

- the account number of the Client;
- the identification number of the Operation;
- order number;
- the type of the order;
- date, time of order execution;
- order direction;
- the name of the financial instrument and currency quotes;
- number of units of the underlying asset;
- Bid price and Ask price;
- the price of execution of the order;
- the price of the Stop Loss and Take Profit (if installed);
- financial result;
- amount of remuneration;
- information on pending orders (placing, deletion, cancellation).

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

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

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

## **7. The Procedure for Entering the Agreement on Conducting Transactions in Non-Deliverable OTC Financial Instruments. List of Documents Submitted by Clients of the Forex Company**

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

7.2. The agreement shall be deemed concluded after the following actions in common:

registration in the Platform of the Forex company (the opening of the account);  
acceptance of all documents offered by the Forex company for review and consent;  
passing the procedure of identification and provision of all documents requested by the Forex Company;  
provision of the deposit.

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

### **7.1.3. Individuals**

- the information required to fill out the Client's profile (full name, date of birth, e-mail, telephone, registration and residential address);

- graphic images (images created by scanning, or photographic images) of pages of an identity document (passport, residence permit, refugee certificate, other document in accordance with the law of the Republic of Belarus), containing the personal data of the Client, their photo and the record of residence ( if there is such record in the document); If the place of residence specified in the identity document differs from the actual country of residence, copies of documents supporting the fact of residence at the address indicated shall be provided (residential rent agreement, utility bills, etc.);

- a color photo showing the Client with an identity document, opened on pages containing personal data and a photograph of the Client (hereinafter referred to as the color photo with the passport);

- the questionnaire to determine the category of the Client as an individual, which is developed by the Forex Company and is provided upon the Client's request, and documents for determining the category of the Client as an individual, which is developed by the Forex Company and is provided upon the Client's request and the documents supporting the possibility of assigning to the Client the "Qualified Client" category stipulated in Subclause 14.4.1 of Clause 14.4 of these Rules (if the Client wishes and there

are grounds on which they can be classified as the “Qualified Client” by the Forex Company in accordance with the provisions of section 14 of these Rules).

7.3.2. Legal entities shall provide the following information:

- information required to fill out the Client’s profile (company name, ownership, date of registration, etc.);
- certificate of state registration and Articles of Association (memorandum of association for a commercial organization operating solely on the basis of the memorandum of association), which has the stamp indicating the state registration (for resident legal entities);
- constituent documents and extract from the commercial register of the country of origin (the statement must be made no earlier than 6 months before the filing date of the documents) or other equivalent proof of legal status in accordance with the laws of the country of origin (for non-resident legal entities);
- office premises lease agreement or the document confirming ownership of the office premise. These documents shall be submitted if the actual location of the Client differs from their registered office address;
- documents supporting the authority of the head or the person authorized by them (protocols (resolutions), employment contracts/agreements, extracts from the state register, orders for appointment, powers of attorney), as well as the identity document of the person (passport, residence permit, refugee certificate);
- the document certifying the identity of the person managing the accounting records of the Client. If the Client’s accounting is kept by a third-party organization or an individual entrepreneur, then instead of the document certifying the identity of the person managing the accounting, the Client shall submit to the Forex Company a copy of the contract for rendering of accounting services entered into with an organization or an individual entrepreneur;
- a questionnaire to determine the category of the Client as a legal entity, which is developed by the Forex Company and is provided upon the Client’s request, and the documents supporting the possibility of assigning to the Client the “Qualified Client” or the “Professional Client” category stipulated in Subclause 14.4.2 of Clause 14.4 of these Rules (if the Client wishes and there are grounds on which they can be classified as the “Qualified Client” or the “Professional Client” by the Forex Company in accordance with the provisions of Section 9 of these Rules).

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

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

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

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

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

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

## **8. Communication. Procedure of Notifying the Clients**

8.1. The Forex Company can use the following channels to communicate with the Client in order to notify them about any changes made to the local regulatory legal acts of the Forex company, the terms of the Transactions, the mode of operation, etc.:

email;

telephone;

post messages;

website of the Forex Company;

Platform (including push-messages in the mobile application).

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

8.3. Any correspondence and information (documents, announcements, notifications, confirmations, requests, reports, messages, etc.) shall be considered received by the Client:

one hour after being sent to their email address;

immediately after sending by fax;

after finishing of a telephone conversation;

7 days after sending by post;

immediately after posting the information on the Forex Company official website.

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

Unless otherwise is stipulated in these Rules, Clients shall be notified as follows:

by posting information on the website of the Forex Company not later than ten (10) calendar days before the day when the changes enter into force, when these Rules are changed;

by posting information on the website of the Forex Company – when other regulating documents of the Forex Company are changed;

by sending an e-mail to the Client not later than one (1) calendar day prior to the suspension – in case of suspension of the provision of services to the Client;

by sending an e-mail to the Client not later than one (1) calendar day prior to the change – in case of changes in terms of keeping and closing of the Personal Account and its sections;

by displaying information in the Platform in the real time mode – when the Forex Company forcibly closes the Client's position, when parameters and indicators related to the execution of a particular Transaction change (open customer positions, "balance" - deposit, "margin", "free margin", "profit/loss", etc.).

## **9. The procedure for cancellation of the order to fix the price of the underlying asset**

9.1. The Client may not cancel the executed orders.

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

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

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

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

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

10.1. The Forex Company performs orders on the best possible conditions, as instructed by the Client. When making decisions and taking actions to execute orders on the best conditions, the Forex Company shall take the following factors into consideration:

- current price received from liquidity providers;
- market liquidity of the corresponding asset;
- speed and probability of the Transaction at a given price.

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

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

10.4. The prices flow is the same for all Clients. The Platform functions do not provide for the possibility of providing different quotes for one financial instrument to different Clients.

## **11. Measures to Ensure Safety, Stability and Uninterrupted Nature of Stages of Conducting Transactions**

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

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

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

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

## **12. Mode of operation**

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

Mode of operation of the Personal account: daily and around the clock.

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

## **13. Settlement of Disputes**

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

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

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

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

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

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

legal entity, resident of the Republic of Belarus, included into the register of Forex Companies and (or) has a special permit (license) to perform banking activities, professional and exchange activities in securities or insurance activities;

legal entity, non-resident of the Republic of Belarus, has a special permit (license) to perform activities on the OTC Forex market, banking or other financial activities;

the revenue of the legal entity from the sale of products, goods, works, services, net of taxes and fees deducted from it, is not less than 4 million basic values in the last accounting year;

the total of the balance sheet of the legal entity as of the end of the last accounting year is at least 2 million basic values;

the equity capital of the legal entity as of the end of the last accounting year is at least 200 thousand basic values.

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

The Client performed at least ten Transactions for the total amount exceeding 10 thousand base values in each of the last four quarters;

the amount of the long-term and short-term financial investments of the Client, including cash, exceeds 10 thousand basic values as of the first day of the current month.

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

To classify clients as "Client" providing additional documents other than those specified in paragraph 7.3. Rules is not required.

14.3. When concluding the Agreement, all Clients shall be put into the “Client” category by the Forex Company. If the Client wishes and there are grounds on which they can be categorized by the Forex Company as the “Qualified Client” or the “Professional Client”, they must submit the supporting documents stipulated in Clause 14.4. of these Rules to the Forex Company.

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

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

14.4.1. for Clients, which are individuals one of the following documents:

statements of performed Transactions for the last 4 quarters, formed in the Platform (Terminal), with the help of which the Client performed Transactions, or certificates (registers), which contain information on the number and amounts of the Transactions performed by each of the last 4 quarters. These documents must be certified by the signature of the official and the seal (if any) of the organization, with the services of which the Transactions were performed. If the Client performed Transactions in the Forex Company, then there is no need to submit the documents specified in this paragraph;

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

certified by the signature of the official and the seal (if any) of the organization, in which the financial investments are placed, including the Client's funds;

14.4.2. for Clients, which are legal entities:

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

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

statements of performed Transactions for the last 4 quarters, formed in the Platform (Terminal), with the help of which the Client performed Transactions, or certificates (registers), which contain information on the number and amounts of the Transactions performed by each of the last 4 quarters. These documents must be certified by the signature of the official and the seal (if any) of the organization, with the services of which the Transactions were performed. If the Client performed Transactions in the Forex Company, then there is no need to submit the documents specified in this paragraph;

Bank statements (certificates, registers), which contain information about the amount of financial investments of the Client, including cash. Documents must be certified by the signature of the official and the seal (if any) of the organization, in which the financial investments are placed, including the Client's funds.

14.5. The data required for categorizing the Client shall be updated on the basis of a questionnaire for determining the category of the Client and the supporting documents stipulated by Clause 14.4 of these Rules.

The Clients put into the "Qualified Client" category shall be required to submit a form to the Forex Company and the supporting documents required to determine the category, with the following frequency:

monthly, not later than on the 10th day of the month following the accounting month, regarding the documents specified in paragraph three of Subclause 14.4.1 and paragraph five of Subclause 14.4.2 of Clause 14.4 of these Rules;

quarterly, not later than on the 20th day of the month following the accounting quarter, regarding the documents specified in paragraph two of Subclause 14.4.1 and paragraph four of Subclause 14.4.2 of Clause 14.4 of these Rules.

The Clients referred by the Forex Company to the "Professional Client" category shall be required to submit the questionnaire and the documents specified in paragraph three of Subclause 14.4.2 of Clause 14.4 of these Rules annually not later than on April 10 of the year following the accounting year.

In case of failure to submit the questionnaire and (or) supporting documents on time to determine the category, the Forex Company shall put the Client into the "Client" category.

14.5. In case of striking the Client off the register of Forex Companies of the National Bank of the Republic of Belarus and (or) termination of the special permit (license) of the Client to perform banking activities, activities on the OTC Forex market, professional and exchange activities in securities, insurance activities or other financial

activities, the Client shall be obliged to inform the Forex Company about this not later than five (5) days after the moment of occurrence of the specified circumstances.

14.6. The Forex Company shall be entitled to change the category of the Client without providing the latter with the questionnaire to determine the category of the Client and supporting documents provided by this questionnaire, upon receiving from other sources the information about changes in their data affecting the category. The Client shall be notified of the category change by email immediately after the category change.