

# **AGREEMENT ON THE PROVISION OF SERVICES ON THE INTERNATIONAL FINANCIAL MARKET**

This agreement of the International Commercial Company "MAIN CAPITALS " (registration number 2013-548059, hereinafter referred to as the "Company") determines the general conditions of the obligatory relationship between the Company and the person (hereinafter - "Client"), intending to perform Trading operations conversion over-the-counter transactions with financial instruments in non-stop mode using the software provided by the Company.

## **1. Subject of the contract**

1.1. This Agreement is an accession agreement. By joining this Agreement, the Client agrees to perform all further Trading and Non-trading operations on the terms and in the manner established in this Agreement. Accession to this Agreement is carried out by creating (registering) by the Client a Personal Account on the Company's Website.

1.2. Login to your Personal Account protected password that is set by the Client independently when registering on the Company's Website. All orders executed through the Personal Account with the input of the password are considered to be executed personally by the Client.

1.3. This Agreement is a public offer. Company has the right to refuse to accede to this Agreement at its own discretion without explaining the reasons.

1.4. Relations under this Agreement are also governed by the provisions of the following documents, which are posted on the Company's website: Regulations for Trading Operations, Regulations for Non-Trading Operations, Terms and Definitions, Risk Warning.

## **2. Rights and Obligations of the parties**

2.1. The client undertakes:

2.1.1. comply with the terms of the Operations stipulated in the Regulations;

2.1.2. transfer to Score The Company monetary funds to secure its claims and obligations arising from the execution of this Agreement;

2.1.3. maintain confidentiality in relation to information that became known to the Client in the course of the execution of this Agreement;

2.1.4. when registering on the Company's Website - provide correct and reliable information for personal identification (identification data) in accordance with the requirements of the registration form; promptly inform the Company about changes in identification data by making appropriate changes in the Personal Account or in any other way established by the Company;

2.1.5. get acquainted with all notifications and messages from the Company that the Company posts on the Company's Website, in the Client's Personal Account or sends to the Client's mailbox specified by him during registration on the Company's Website.

2.2. The client has the right:

2.2.1. to carry out any Operations provided for by the Regulations, in the manner and terms established in these Regulations;

2.2.2. send to the Company an Order to Write off Funds within the Free Balance in accordance with the procedure established in the Regulations;

2.2.3. terminate this Agreement at any time unilaterally out of court in accordance with this Agreement;

2.2.4. at any time, independently change the password for accessing the Personal Account or use the password recovery procedure.

2.3. The company undertakes:

2.3.1. provide the Client with services for carrying out the Operations provided for by the Regulations;

2.3.2. maintain confidentiality in relation to information that has become known to the Company in the course of the execution of this Agreement.

2.4. The company has the right to:

2.4.1. terminate this Agreement at any time unilaterally out of court, including, but not limited to, cases of violation by the Client of the conditions specified in the Regulations, or if there are sufficient grounds to assume that the Client is trying to illegally use the software provided by the Company and the funds transferred to Score Companies;

2.4.2. refuse the Client to perform certain Operations if they do not meet the conditions, certain in the Regulations;

2.4.3. to identify the Client - request from him at any time from the moment of registration:

2.4.3.1. in relation to an individual: an identity document;

- 2.4.3.2. in relation to a legal entity: registration, constituent documents and documents confirming its status;
- 2.4.4. suspend certain Operations if it is revealed that the Client's identification data is incorrect or inaccurate, as well as if the Client did not provide / refused to provide the documents requested from him;
- 2.4.5. refuse to conclude this Agreement, to open an account or create (register) a Personal Account without giving reasons;
- 2.4.6. at its own discretion, change the list of Trading Terminals recommended for use for the execution of the Agreement, in the manner and on the terms provided for in this Agreement.
- 2.4.7. record and store the Client's negotiations with the Company's employees and / or other persons involved by the Company as part of the fulfillment of obligations under this Agreement, as well as use the recording of such negotiations to resolve disputes, including transferring them to banks, payment systems, and other third parties participating in dispute resolution.

### **3. Duration and procedure for termination of the Agreement**

3.1. This Agreement shall enter into force from the moment of its conclusion in the manner prescribed by this Agreement, and is valid for undefined term.

3.2. This Agreement is valid until its termination and may be terminated by the Client no earlier than six months after the first payment. After three days from the date of the prior written notice (which can be sent by e-mail), when the Client does not have Forex, CFD positions, and has no obligations belonging to the Company or owed to it, after the Company actually receives a written notice of termination sent to the registration address or at any time when the Company sends Written notice of termination to the Client; provided that such termination does not affect any previously concluded transactions and does not release any of the parties from any obligations set forth in this Agreement, and also does not release the Client from any obligations arising from any deficit in the balance of funds on the account.

3.3. The validity of this Agreement is considered discontinued in relation to the Parties from the moment of full fulfillment by the Client and the Company of mutual obligations under the earlier perfect Operations.

### **4. Responsibility of the Parties**

4.1. The responsibility of the Parties to this Agreement is determined by the terms of the Agreement and its annexes.

4.2. The company is only liable for actual damage, inflicted to the Client as a result of deliberate failure to fulfill his obligations under the Agreement. Lost profits are non-refundable.

4.3. Client carries liability to the Company for losses, incurred By the Company through the fault of the Client, including for damage, inflicted as a result failure to submit (or late submission) By the Client of any documents, the provision of which to the Company is provided for by this Agreement and its annexes, as well as for damage, inflicted The Company due to any distortion of the information contained in submitted by the Client documents, and / or abuse of the services provided by the Company to the Client. The Company has the right to write off these losses from the Client's Account and / or the accounts of other persons, subject to establishing the actual ownership of these accounts by the Client using the technical functionality available to the Company.

4.4. The Company is not liable in the event of a discrepancy - in the process of determining the Client's financial result - between the information reflected in the Client's Trading Terminal and the information on the Company's Server. To eliminate this discrepancy, the Company corrects the data in the Trading Terminal in accordance with the information available on the Company's Server.

4.5. The Company is not responsible for the Client's losses if such losses are the result of hacker attacks, accidents (malfunctions) of computer networks, power electrical networks or telecommunication systems directly used to agree on the essential conditions of the Client's Operations or to ensure other procedures for the Company's work that did not occur due to the fault of the Company.

4.6. The Company is not responsible for technical failures and / or interruptions in the operation of the Trading Terminal that occurred through no fault of the Company, as well as for the Client's losses incurred as a result of such a failure and / or interruption.

4.7. The Company is not responsible for the results of Operations, decisions on which were made by the Client based on analytical materials, recommendations, information about trading opportunities, notifications about the market situation, trading signals provided by the Company and / or third parties. The Client is informed that the Operations performed under the Agreement are associated with the risk of not receiving the expected income and losing part or all of the amount of funds credited to The Client Account.

4.8. The Company is not responsible for all losses that the Client may incur in the event of theft, loss or disclosure of the password for access to the Personal Account to third parties. The client fully assumes responsibility for preserving the password and ensuring its safety from unauthorized access by third parties.

4.9. The Company is not responsible for non-fulfillment (improper fulfillment) of obligations under the Agreement, if the fulfillment was impeded by force majeure circumstances (force majeure), which means: - any action, event or phenomenon (including, but not limited to: strikes, riots or civil unrest, terrorist attacks, wars,

natural disasters, accidents, fires, floods, storms, hurricanes, power outages, communication, software or electronic equipment) that, in the Company's reasonable opinion, has led to the destabilization of the market or markets for one or more Instruments; suspension of work, liquidation or closure of any market or the absence of any event on which the Company bases Quotes, or the introduction of restrictions or special or non-standard trading conditions,

4.10. The Company is not responsible for any indirect, special, incidental, punitive damages incurred by the Client, including without limitation lost profits, loss of anticipated savings or loss of income, even if the Client was informed by the Company about the possibility of such losses. Moral damage is not subject to compensation.

4.11. The Client unconditionally acknowledges that the Quotes used by the Company to perform Trading Operations and transmitted from the Server of the Company are the only true for the Client. No claims regarding inconsistency of the Company's quotes with other sources will be accepted.

4.12. The Company is not responsible for losses and damages of the Client if such losses and damages were the result of failure to receive notifications from the Company due to their getting into the spam filter of the Client's mailbox. The Client undertakes to regularly check his mail spam filter and take measures in order to be technically able to receive and familiarize himself with the content of all notifications from the Company.

4.13 User agrees to pay all government taxes, fees, duties and obligations associated with activities on the trading account, including deductions, in accordance with the requirements of the legislation of the User's country of residence, and hereby disclaims any claims against MAIN CAPITALS in relation to the foregoing.

## 5. Submission of claims and dispute resolution

5.1. All disputes and disagreements between the Company and the Client arising in connection with and from the execution of this Agreement are resolved through negotiations, and if no agreement is reached in this way, through the Financial Control Service. MAIN CAPITALS, or in court in compliance with the claim procedure for resolving disputes. The claim procedure for resolving disputes is considered to be complied with if:

- a) the form and content of the claim meet the requirements described in this section;
- b) the claim is sent to the registration address of the Company;
- c) the Client has confirmation of receipt of the claim by the Company;
- d) the deadline for responding to the claim has expired. Claim response time -20 calendar days from the date of receipt of the claim by the Company.

5.2. All claims / complaints / appeals regarding the Operations performed by the Client, with the exception of appeals and requests for Non-Trading Operations, must be submitted in compliance with the following requirements:

5.2.1. claim (complaint) must be submitted in writing;

5.2.2. the claim (complaint) must contain the following information: the Client's requirements; the amount of the claim and its reasonable calculation (if the claim is subject to monetary value); the circumstances on which the claims are based, and the evidence confirming them, including a reference to the violated, in the opinion of the Client, clause of this Agreement (annexes thereto); a list of documents attached to the claim (complaint) and other evidence certified by the Client; other information necessary for the settlement of the dispute;

5.2.3. The claim (complaint) must be sent by the Client no later than 3 (third) Business Day from the moment of the occurrence of the event that is the basis for filing the corresponding claim (complaint). The client agrees that the delay in the deadline for filing a claim (complaint) is the basis for refusing to consider it;

5.2.4. appeal (complaint) must be directed to the email address of the company: [info@main-capitals.com](mailto:info@main-capitals.com), or in any

written form by email, by registered or valuable letter, by telegraph, as well as using other means of communication, ensuring its recording receipt by the addressee (including the use of facsimile facilities), or delivered against receipt.

5.3. Applications and requests for investigation of Non-Trading Operations are sent by the Client in compliance with the following conditions and procedure:

5.3.1. appeals and inquiries should be directed to the email address of the company: [info@main-capitals.com](mailto:info@main-capitals.com);

appeals and inquiries sent in any other way will not be accepted for consideration. Correct filling of the application form is a prerequisite for considering the relevant applications and requests by the Company;

5.3.2. the request and / or request of the Client, drawn up in accordance with the requirements of this Agreement, in manual mode is assigned a unique application number. In case without the correct execution of the procedure, The Client is sent a confirmation from the Company's email address, which is an official confirmation of the fact of receipt of the relevant appeal and / or request by the Company;

5.3.3. an appeal and / or a request must be submitted by the Client no later than the 5th (fifth) Business Day from the moment of the occurrence of the fact in respect of which the appeal (request) was drawn up. The client agrees that the delay in the deadline for filing an appeal (request) is the basis for refusing to consider.

5.4. Clients' requests and inquiries directed to via e-mail of the company ([info@main-capitals.com](mailto:info@main-capitals.com)) on the Company's Website, are considered by the Company in the following order and terms:

5.4.1. The appeal (request) for Non-Trading Operations is considered by the Company within 3 (three) Business Days from the date of receipt; appeal (complaint) and / or request for other Operations - within 7 (seven) Business Days from the date of receipt.

5.4.2. If documents necessary for their consideration are not attached to the claim, complaint or request, they are requested from the Client with an indication of the submission deadline. If the requested documents are not received by the specified deadline, the claim, complaint or request is considered on the basis of the available documents. Based on the results of consideration, the response is sent to the Client by email, by registered or valuable letter, by telegraph, as well as using other means of communication that ensure the recording of its departure (including the use of facsimile communication), or is handed over against receipt.

5.5. In the event of any disputable claim situations, the Company reserves the right to block, in whole or in part, Operations on the Client's Trading Accounts until these disputable situations are resolved or until the Parties reach an interim agreement.

5.6. The Company has the right to leave a claim, complaint or request of the Client without consideration if they contain:

- 5.6.1. emotional assessment of a controversial situation;
- 5.6.2. offensive statements addressed to the Company and / or its employees;
- 5.6.3. profanity.

## **6. Other provisions**

6.1. The relations of the Parties under this Agreement, as well as all disputes arising between the Parties in connection with the execution of this Agreement, shall be regulated in accordance with the law of the country where the Company is located (registered).

6.2. Amendments and additions to this Agreement, as well as its annexes, are made by the Company unilaterally. All changes and additions made by the Company and not related to the circumstances specified in this Agreement shall enter into force from the date specified by the Company.

6.3. Changes and additions made by the Company to the Agreement and its annexes in connection with changes in the legislative and regulatory regulation of the subject of this Agreement, as well as the rules and Agreements used by the Company to fulfill its obligations under the Agreement, come into force simultaneously with the entry into force of the changes in the specified documents.

6.4. From the moment of entry into force, the changes and additions made by the Company shall equally apply to all Clients, including those who entered into the Agreement earlier than the date of entry into force of the changes.

6.5. In order to ensure the guaranteed familiarization of the Client who has entered into the Agreement with the amendments or additions made before they come into force, the Client must, at least once a week, independently or through Authorized Persons, apply to the Company's Website for information about the changes and / or additions made.

6.6. To achieve the goals specified in this Agreement, as well as other informational tasks, the Company has the right to send information materials to the Client in accordance with the contact information provided by the Client.

6.7. destruction, cross-border transfer of personal data. Consent is given for the period until the expiration of the storage period for the relevant information or documents containing the specified information, determined in accordance with the current legislation of the location of the Company. Withdrawal of consent is carried out in accordance with the law by contacting the Company at the location of the Company. Contact details are posted on the Company's website.

6.8. The Client has the right to use the information posted by the Company or third parties, access to which was provided to him as part of the provision of services under the Agreement, only to perform the Operations provided for in this Agreement. The client does not have the right to distribute, change, supplement or store the specified information in independent archives in any way. In any case, the scope of powers granted to the Client in relation to information posted by third parties cannot exceed the scope of powers received by the Company from a third party. The company does not guarantee that the information posted by third parties is true, accurate, current and will be provided on an ongoing basis without interruption. The Company is also not responsible for the results of Operations (losses, lost profits, loss of income, damage to reputation, etc.), hosted Company or third parties.

6.9. The company is not a credit and / or banking organization, does not conduct banking activities, does not attract funds from individuals and legal entities in deposits, does not place these funds on its own behalf and at its own expense on terms of repayment, payment, urgency, does not open and does not conduct bank accounts of individuals and legal entities. The funds deposited / credited by the Client to the Client's Account are intended solely to ensure the Operations performed by the Client, in connection with which the amount of the Client's funds in the Client's Account varies depending on the performance of certain Operations. At the same time, the Company undertakes to write off Funds on the basis of the Order for Withdrawal of Funds received from the

Client, located on the Client's Account, in the manner and under the conditions established by the Regulations for Non-Trading Operations, in the amount of not more than the Free Balance of the Client's Account and not less than the amount of the commission for the withdrawal of Funds held by the Company from the amount specified in the Order, in accordance with the established Company rates for account management services.

6.10. This Agreement can be concluded with any natural person, fully capable, and any legal entity, except for persons who are residents of the country of registration of the Company. The company also does not provide services to residents of countries where these services are prohibited or require local authorization, such as the United States, Japan and other countries with similar restrictions. In case of concluding an agreement with a legal entity, it is required to provide a power of attorney on behalf of this legal entity.

6.11. The company has the right to transfer the rights and obligations under this Agreement and its annexes in whole or in part to a third party, provided that this person agrees to comply with the terms of this Agreement.

6.12. The Company has the right to prepare and use the texts of the Agreement and its annexes in languages other than Russian. If there are contradictions between the text of this Agreement and its annexes in Russian and the corresponding texts in other languages, the text on English language should prevail.

## **APPENDIX 1: TERMS AND DEFINITIONS**

(Appendix No. 1 to the Agreement on the provision of services in the international financial market)

1.1. Actual Price - Quote at which the Company is ready to perform a Trading Operation at a certain point in time.

1.2. Base Currency - the currency in the Currency Pair that is bought and sold for the Quote Currency (Counter Currency). When naming Currency Pairs, the Base Currency is indicated in the numerator (the first in the pair).

1.3. Base Asset Is an asset underlying an Instrument that is bought or sold in the course of a Trading Operation. The Underlying Asset can be: currency (Base Currency), stocks, commodities, indices, futures, as well as other objects, indicators and circumstances in accordance with the list approved by the Company.

1.4. Balance - the amount of funds on the Client's Account excluding Open Positions; the state of the Trading Account, taking into account Closed Positions and Non-Trading Operations, Bonuses and Available Funds. In this case, Bonuses may include Bonus Funds; top-up bonuses; funds credited to the Bonus Account, as well as other types and categories of funds provided by the Company to the Client. Certain types and categories of Bonuses can be transferred to the Available Funds category according to the rules established by the Company. Possible options for using Bonuses, as well as the rules for transferring Bonuses to Available Funds, are established by the Company, published on the Website and / or in the Personal Account, and can be changed by the Company at any time. To display various types and categories of Bonuses, a Bonus Account may have sub accounts (sections). The Bonus Account cannot be used to perform Trading Operations. Bonuses are a measure of incentives for the Company's Clients, in connection with which the Company has the right at any time, at its discretion, to refuse to accrue Bonuses to all or certain Clients, as well as to cancel the Bonuses already accrued to the Client / s.

1.5. Quote Currency (Counter Currency) - the currency in which the price of the Instruments is expressed. When designating Currency Pairs, the Counter currency is indicated in the denominator (last).

1.6. Currency Pair (FOREX) - two currencies (Base Currency and Counter Currency) in respect of which a Trading Operation with currency Instruments is performed. Up-to-date information on the number and composition of Currency Pairs is published on the Company's Website, as well as posted on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.7. External Client Account - the Client's current account in a credit institution, an account (wallet) in an electronic payment system.

1.8. The gap - price change at which the subsequent Quote differs from the previous one by several (tens) Points.

1.9. Dealer - an employee of the Company authorized to announce Quotes, control the correctness of the Client's Trading Operations, sort out financial claims and explain situations related to the execution of Trading Operations on the Client's Accounts.

1.10. Long Position - purchase of an Instrument with the expectation of increasing its rate.

1.11. Available Funds - Funds displayed on the Bonus Account that can be debited from the Bonus Account to the Trading Account and then used in accordance with the rules established for Trading Accounts.

1.12. Closed Position - the result of the execution of the second part of the Full Transaction (Trading Operation to Close a Position).

1.13. Collateral (Margin Required, Reserved Funds, Margin) - the amount blocked on the Client's Trading Account to maintain all of his Open Positions. Requirements for the amount of Margin required for Opening Positions for each Instrument are indicated on the Company's Website, and are also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.14. Instrument (Financial Instrument) - Spot Instrument and / or CFD Instrument. Up-to-date information on the number of Instruments and the conditions for making transactions with them is published on the Company's Website, and also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.15. CFD instrument - A Financial Instrument, which is used to perform a Trading Operation and which is based on a certain Underlying Asset. Shares, commodities, indices, futures contracts, as well as other objects, indicators and circumstances in accordance with the list approved by the Company can act as the Underlying Asset. Up-to-date information on the number of CFD Instruments and the conditions for investing in them is published on the Company's Website, and also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.16. Spot Instruments - Currency Pairs and Metals, Trading Operations with which are performed according to the rules of the spot market. The list of Spot Instruments used by the Company is indicated on the Company's Website and is also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.17. Client - an individual or legal entity that concludes an Agreement with the Company and performs Trading Operations within the framework determined by the Agreement and the regulations to it.

1.18. Counter Currency (Quote Currency) - the currency in the Currency Pair for which the Base Currency is bought and sold. When designating Currency Pairs, the Quote Currency is indicated in the denominator (the second in the Currency Pair).

1.19. Short Position - the sale of the Instrument with the expectation of a decrease in its value (rate).

1.20. Quotation - this is the price at which you can perform a Trading Operation with an Instrument.

1.21. Credit Leverage - the ratio between the volume of the Trading Operation and the amount of the Initial Margin.

1.22. Limit (Limit, Take Profit) - the type assigned to the Order if such an Order is placed to sell at a price (rate) above the current market level or to buy at a price (rate) below the current market level. The main task of Limit Orders is to guarantee the execution of a Trading Operation at a price no worse (no less profitable) than that specified in the Order.

1.23. Personal Area - a specialized software and hardware complex in which the Client's identification data is stored and through which the Client has the opportunity to generate notifications for the Company about sending documents and funds, transfer Orders for the withdrawal of funds from the Client's Account, as well as perform other Operations to manage his Client's Account ... The Personal Account is posted on the Company's Website in a special section, which is equipped with special crypto protection tools in order to restrict access and ensure the confidentiality of information.

1.24. Lot - the standard volume of the Instrument in respect of which the Trading Operation is performed. A separate Trading Operation can be performed for several Lots or their shares. The Lot Sizes for each Instrument and type of Trading Terminal are indicated on the Company's Website, and are also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.25. Initial Margin (Margin Requirements, Initial Margin) - the amount that must be on the Trading Account to open a position. The Margin Requirements for each Instrument are indicated on the Company's Website, and are also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.26. Unrealized (Floating, Current) Financial Result (Floating Profit / Loss) - financial result for Open Positions at the current value of the Instruments. A negative financial result on Open Positions is a floating loss, a positive one is a floating profit.

1.27. Non-trading Operation - The operation of crediting and / or writing off Funds to and / or from the Client's Account, as well as other Operations not directly related to the performance of Trading Operations.

1.28. Volume of Trade Operations - the amount of the sold or bought Instrument in Lots, units of measurement of the corresponding Instrument or the amount of the transaction in the Balance currency (depending on the Trading Terminal used).

1.29. Operations - Trading and Non-trading Operations of the Client.

1.30. Operation day - time period from 09:00:00 to 20:59:59, except weekends and holidays. As a result of the transition to summer / winter time, the start and end time of the Operation Day may be shifted. Up-to-date information about weekends and holidays is published on the Company's Website, and is also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.31. Order (Pending Order, Limit, Level) - a conditional order of the Client to perform a Trading Operation if the conditions specified by the Client in the Trading Terminal are met; it is understood that such an order will be executed at an unspecified moment in the future in accordance with the order of execution of Orders specified in the annexes to this Agreement. The available types of Orders depend on the terminal chosen by the Client.

1.32. Open Position - the amount and / or volume of the purchased (or sold) Instrument not covered by the opposite sale (purchase) of the same Instrument in the same amount and / or volume; the result of the execution of the first part of a Full Transaction (Trading Operation for Opening a Position). As a result of Opening a

Position, the Client has obligations: a) to perform an opposite Trading Operation to Close a Position of the same volume; b) maintain the Margin Level not lower than the size established by the Company (for terminals using this concept).

1.33. Transfer of Open Position (SWAP) - saving the Client's Open Position for the next day. The procedure and conditions for the Transfer of an Open Position are determined by the Company for each type of Trading Terminal.

1.34. Payment Agent - a third party engaged by the Company for the purpose of crediting and / or debiting Funds to and / or from the Client's Account.

1.35. Round Trip - a set of two opposite Trading Operations with the same volume (Position Opening and Position Closing): buying followed by selling or selling followed by buying in relation to a Position with the same Ticket (ID).

1.36. Stream of Quotes - a sequence of Quotes transmitted to the Trading Terminal, including all Quotes provided by the Company to Clients at their request, as well as all Quotes for actually completed Trading Operations.

1.37. Paragraph - is a unit of one of the least significant digits in the Quote of an Instrument, equal to 0.0001 or 0.01, depending on the Instrument. A change in the Quote by 1 (one) unit of the least significant digit of the Quote means a change by 1 (one) Point.

1.38. Working day - every day, except weekends and holidays. Up-to-date information about weekends and holidays is published on the Company's website. As a result of the transition to summer / winter time, the start and end time of the Working Day can be shifted by 1 (one) hour.

1.39. Realized (Committed) Financial Result - financial result for Full Transactions. A negative financial result for Full Trades represents the Client's loss, while a positive one represents the Client's profit.

1.40. Quote Mode (Execution Type) - technological process of receipt (confirmation) by the Client of the Actual Price when performing a Trading Operation. Available Quotation Modes differ depending on the types of Trading Terminals and the Instruments traded in them and are defined in the corresponding annexes to these Regulations.

1.41. The site of the company - a website on the global Internet, located at <https://main-capitals.com> as well as other sites on the global Internet to which the Company refers in the Agreement on the provision of services in the international financial market or on the Company's website.

1.42. Free Balance - funds available for withdrawal that the Client does not use in Trading. The amount of the Free Balance of Funds is calculated by the Company according to the rules established by the Company, information on the amount of the Free Balance of Funds can be indicated in the Personal Account and / or the Trading Terminal.

1.43. Company Server - a software and hardware complex through which processing of client orders and requests is carried out, providing the Client with information about price changes for financial Instruments in real time (in the amount determined by the Company), accounting for mutual obligations between the Client and the Company, as well as the fulfillment of other terms of the Agreement.

1.44. Withdrawal of Funds - Writing off Funds from the Client's Account and transferring them according to the verified details of the Client or his Authorized Person specified by the Client in the "Order for Withdrawal of Funds".

1.45. Withdrawal method - one of the methods of Withdrawal offered to the Client, which is published in the Personal Account.

1.46. Spread - the difference between the Ask Price and the Bid Price of the Instrument, expressed in Pips. The spread may vary depending on market conditions.

1.47. Equity - a weighted estimate of the value of Funds in the Trading Account, which is the amount of funds in the Trading Account, taking into account unrealized profits (losses).

1.48. Status - assessment of trading activity, as well as the amount of cash balances on the Client's Accounts (within one account in the Personal Account), expressed in points.

1.49. Stop (Stop / Stop Loss) - the type assigned to the Client's Order if such an Order is placed to sell at prices (rate) below the current market level or to buy at prices (rate) above the current market level. The main task of Stop Orders is to execute a Trading Operation at the current market price after the price of the Order crosses the Instrument Quote.

1.50. Stop-Out - compulsory closure of the Client's Positions at current market prices in case of reaching the acceptable level of losses. The rules for forced closure of the Client's Positions may differ depending on the Trading Terminal used and are described in the Appendices to the Regulations for Trading Operations.

1.51. Company account - the Company's current account with a credit institution, an account (wallet) in an electronic payment system, as well as other accounts, including accounts of Payment Agents.

1.52. Teak - the minimum change in the price of the Instrument. Specific values of Ticks for Instruments are indicated on the Company's Website, and are also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

1.53. Ticket (ID) - a unique identification number that the Company has the right to assign in the Trading



Terminal to each opened position or the Client's Pending Order.

1.54. Fixed Price Execution Type (Upon Request) - the type of execution of Trade Operations, in which the Client is first provided with Quotes directly for the execution of a Trade Operation, and then the Client confirms his desire to complete a Trade Operation by clicking on the price in the Trading Terminal. After clicking on the price, the Trading Operation is either confirmed on the Company's Server, or the Client is invited to request Quotes to perform the Trading Operation again.

1.55. Instant Execution Type - the type of execution of Trade Operations, in which the Client expresses his desire to complete a Trade Operation by clicking on the price in the Trade Terminal. If the price has not ceased to be relevant, the Trading Operation is confirmed. If the Quote in the Trading Terminal has ceased to be relevant, the Client is offered a new price for the Trading Operation. The offer to make a Trading Operation at a new price is limited in time. The Client agrees to the possible execution of a Trading Operation at any price that is current on the Server of the Company if his attempts to complete a Trading Operation are repeatedly (at least 2 (two) attempts in a row) rejected by the Server of the Company due to a change in the Server of the Current Price.

1.56. Market Execution Type (Actual Price) - the type of execution of Trade Operations, in which the Client expresses his desire to complete a Trade Operation, agreeing in advance that the Trade Operation will be performed at the price that is current on the Company's Server (without offering new quotes).

1.57. Trading Operation - conversion OTC Transaction with Financial Instruments performed between the Company and the Client in a non-deliverable mode, i.e. A transaction to buy (BUY) or sell (SELL) an Instrument, where the terms "buy" and "sell" are considered technical terms as there is no transfer of ownership of the Instrument. Trading Operations between the Company and the Client are carried out at the location of the Company.

1.58. Trading Time - the time interval during which it is possible to perform Trading Operations with Instruments and place Orders for the Instrument. Trading Time for each Instrument is indicated on the Company's Website, and is also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail. Outside the Trading Time, the execution of Trading Operations and the placing (modification) of Orders are impossible.

1.59. Trading Account (Client Account) - a special account in the Company's accounting system, used by it for accounting for Non-Trading Operations, reflecting completed transactions, Open Positions, Orders, as well as other actions and orders of the Client provided for by the Agreement.

1.60. Trade Terminal - a specialized software and hardware complex, through which, through the global computer network Internet, the Client has the opportunity to agree with the Company on the essential conditions of Trading Operations performed as part of the execution of the Agreement, and to record the agreed conditions, as well as the content of established and canceled Orders. The Trading Terminal allows the Client to receive financial information from international financial markets, send orders to the Company, receive confirmations and reports from the Company. The Trading Terminal provides identification of the Parties (confirmation of the authenticity of the Parties) exchanging messages, as well as the confidentiality and integrity of the messages themselves using built-in cryptographic protection tools. These software and hardware complexes include information and trading systems recommended by the Company for use in order to execute the Agreement.

1.61. Authorized person - an individual or legal entity endowed with official powers of management, performing certain actions.

1.62. Margin Level - the ratio of Equity to the Margin Required, expressed as a percentage.

1.63. Stop-Out level - the Margin level at which the Position (s) are subject to compulsory closure by the Company at the Actual Price without prior notice to the Client. Stop-Out Levels for each Trading Terminal are specified in the Appendices to the Regulations for Trading Operations.

1.64. Hedging (Locking) - the possibility of having positions for one Instrument opened in opposite directions.

1.65. Ask price - the price at which the Client can perform a BUY-type Trading Operation (to buy an Instrument) for Trading Terminals that provide for the execution of Trading Operations with a Spread.

1.66. Bid price - the price at which the Client can perform a SELL-type Trading Operation (to sell an Instrument) for Trading Terminals providing for the execution of Trading Operations with a Spread.

1.67. Mid Price - the price between the Bid and Ask Prices and at which the Client can perform any Trading Operation for Trading Terminals providing for the execution of Trading Operations without a Spread.

1.68. Expiration - expiration of the CFD Instrument; applies to CFD Instruments, the Underlying Asset of which is futures contracts; termination of the execution of Trading Operations with the current futures contract in order to start performing Trading Operations with the next one. Expiration Dates for each CFD Instrument are determined by the Company unilaterally and are indicated on the Company's Website, as well as set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

The terms used in the text of this Agreement and the definitions of which are absent in this Section are subject to interpretation in accordance with generally accepted business customs and practices applied in the field of exchange trading and transactions with derivative financial Instruments.



## **ANNEX # 2: REGULATIONS FOR NON-TRADE OPERATIONS**

(Appendix No. 2 to the Agreement on the provision of services in the international financial market)

### **1. General Provisions**

1.1. This Regulation was developed as part of the implementation of measures to combat illegal trade, financial fraud and money laundering, and is aimed at protecting the Company's Clients from fraudulent activities, as well as identifying and preventing violations of the law, and fixing the procedure for conducting Non-Trading Operations on the Client's Account with the Company. ...

1.2. The client assumes obligations:

1.2.1. comply with legal norms, including international ones, aimed at combating illegal trade, financial fraud, laundering and legalization of funds obtained illegally;

1.2.2. exclude direct or indirect complicity in illegal financial activities and any other illegal Operations using the Personal Account;

1.2.3. exclude direct or indirect complicity in the conduct of financial fraud, as well as the commission of other actions that are contrary to international law and legal norms;

1.2.4. exclude any actions in their practice using the Personal Account, the commission of which may cause direct or indirect harm to the fight against money laundering and legalization of funds obtained illegally.

1.2.5. The Client guarantees legal origin, legal ownership and the right to use the funds transferred by him to the Company's Accounts.

1.3. For prompt communication with the Client in order to resolve issues related to non-trading Operations, the Company has the right to use the Client's contact information specified during the Client's registration or modified by him in accordance with the rules established by the Company. The client agrees to accept messages from the Company at any time.

1.4. The Company reserves the right to investigate the nature of suspicious Non-Trading Transactions, including to suspend such Transactions until the reasons for their occurrence are clarified and the investigation is completed.

1.5. During the investigation, in accordance with this Regulation, the Company reserves the right to request from the Client copies of identity cards and bank cards, payment, as well as other documents confirming the legal possession and legal origin of funds.

1.6. If suspicious Non-Trading Operations are identified, the Company has the right:

1.6.1. refuse the Client to carry out these Non-Trading Operations;

1.6.2. limit the Withdrawal of Funds from the Client's Account in any way, at the discretion of the Company;

1.6.3. make a return of previously credited funds from the Client's Account to the accounts from which the funds were transferred to the Company's Account;

1.6.4. close the Client's Account and refuse further service;

1.6.5. charge a commission from the Client's Account for servicing the Client's Account in the event that the Client does not perform Trading Operations within the period established by the Company or for the period from the opening of the Client's Account to its closure by the Client, as well as in other cases established by the Company that the Client's Account is not used for its intended purpose;

1.6.6. write off from the Client all commissions and other costs associated with the performance of a dubious Non-Trading Operation;

1.6.7. close the Client's Open Positions, fixing the financial result;

1.6.8. block access to the Trading Terminal until the circumstances, due to which the Operation was recognized as doubtful by the Company, are eliminated.

1.7. Refusal to carry out dubious Non-Trading Operations, as well as termination of the Agreement with the Client in connection with the identification of dubious Non-Trading Operations by the Company are not grounds for the emergence of civil liability of the Company for failure to fulfill obligations under this Agreement.

1.8. The Company has the right to close the Client's Account in the following cases:

1.8.1. if the Client does not perform any Operations on the Client's Account for 6 (six) months in a row and there is no funds on the Account;

1.8.2. if the Client does not perform any Operations on the Client's Account for 3 consecutive years, regardless of the availability of funds in the Client's account, and the Company has taken the necessary and sufficient actions to contact the Client and / or his heirs and / or legal representatives by all means available to her, but to no avail. In this case, the inaction of the Client within the specified period is equivalent to the Client's refusal from this Agreement and all property (funds) due to him under this Agreement;

1.8.3. in other cases provided for by these Regulations and the Agreement.

1.9. When the Client submits an Order for Withdrawal of Funds, as defined in section 4 of these Regulations, in conditions of non-execution of Trading Operations prior to the submission of the relevant Order, the Company has the right to charge an additional commission from the Client for the Non-Trading Operations performed.

1.10. If the Client refuses to service or work at a particular Trading Terminal, the Company has the right to restrict the Withdrawal of Funds from the Client's Account in any way, at the discretion of the Company.

## **2. Criteria for identifying and signs of suspicious Non-Trading Operations**

2.1. A non-trading Operation may be recognized by the Company as questionable in the event of:

2.1.1. detecting abuse of crediting and / or debiting of Funds to the Client's Account and / or from the Client's Account, including without performing Trading Operations on the Client's Account;

2.1.2. revealing the unusual nature of the Transactions that does not have an obvious economic sense or an obvious legitimate purpose;

2.1.3. revealing the circumstances giving grounds to believe that the Operations are performed for the purpose of legalizing (laundering) proceeds from crime or financing terrorism;

2.1.4. the Client's failure to provide information for his identification, the provision of inaccurate information and / or the impossibility of communicating with the Client at the addresses and phone numbers specified by the Company within the period established by the Company;

2.1.5. provision of forged or invalid documents, as well as documents of inadequate quality (black and white, unreadable);

2.1.6. absence at the location of the legal entity of its permanent management body, other body or person entitled to act on behalf of the legal entity without a power of attorney;

2.1.7. the Client's failure to provide information to identify the beneficiary (ultimate beneficiary), that is, the person for whose benefit the Client acts (in particular, on the basis of an agency agreement, contracts of commission, commission and trust management) at the request of the Company;

2.1.8. the Client's failure to provide any information and documents requested by the Company, including about the financial condition of the Client - a legal entity and / or beneficiary (ultimate beneficiary).

2.2. The criteria for identifying and signs of suspicious Transactions specified in this section of the Regulations are not mandatory or exhaustive. A non-trading Operation may be recognized by the Company as questionable based on an analysis of the nature of the Operation, its components, accompanying circumstances and interaction with the Client or his representative, even if the criteria and features specified in this section of the Regulations are formally absent. The principle of identifying these Transactions is their subjective assessment by the Company.

2.3. When suspicious Non-Trading Operations are identified, the Company independently decides on further actions in relation to the Client, his trading and Non-Trading Operations.

## **3. Crediting funds to the Client's Account**

3.1. Replenishment of the Client's Account is possible by transferring funds to the Company's Accounts or to the accounts of Payment Agents authorized by the Company.

3.2. The transfer of funds to the Company's Accounts performed by the Client must comply with the requirements and take into account the restrictions established by the current laws and other legal acts of the states under the jurisdiction of which this transfer falls.

3.3. The Client is obliged to check the details of the Company in the Personal Account before each transfer.

3.4. The client is solely responsible for the correctness of the payments made by him. If the methods of replenishment on the Company's website change from the moment of publication in the Personal Account, the Client is solely responsible for payments made using outdated methods.

3.5. The Client can make an electronic transfer to the Company's Accounts both from his personal electronic account and from the electronic account of the Person duly authorized by the Client.

3.6. In the event that the payment was received from a bank plastic card of a third party, the Company has the right to require the provision of documents confirming the consent of the third party to carry out the Operation of replenishing the Client's Account, documents identifying the third party, as well as a scanned image (scan) of the plastic card. If these documents have not been submitted or the Company has reason to believe that these documents are unreliable, the Company reserves the right to return the payment to the account from which the payment was made.

In case of submission, in accordance with the requirements of this paragraph, a scan of a bank card for its safe transfer, you must adhere to the following requirements:

3.6.1. on the front side of the card, it must display basic information, the name of the Bank, the validity period of the card, if it is registered, then the full name, as well as the first 6 digits and the last 4;

- 3.6.2. on the reverse side, you must close the protective CVV2 / CVC2 code.
- 3.7. The Client understands and agrees that the Company is not responsible for the timing of payments and for the circumstances that led to a technical failure in the transfer.
- 3.8. The Company credits to the Client's Account the amount received on the Company's Account. The Client understands and agrees that all commissions and other costs associated with the implementation of the transfer method chosen by him and the crediting of funds are paid at the expense of the Client.
- 3.9. The currency in which the Company accepts transfers for crediting to the Client's Account is indicated in the Client's Personal Account.
- 3.10. The conversion rate, as well as other costs associated with crediting funds, are published in the Client's Personal Account and can be changed by the decision of the Company.
- 3.11. Funds are credited to the Client's Account, not directly related to compensation payments, in the following cases:
- 3.11.1. receipts to the Company's Accounts indicated in the Personal Account of the amounts transferred by the Client;
- 3.11.2. return to the Company's Accounts of funds previously transferred to the Client, if the Client could not be contacted in order to promptly resolve the problem situation and resend the funds.
- 3.12. Funds are credited to the Client's Account within the following terms:
- 3.12.1. In case of replenishment of the Client's Account by transferring funds to the Company's Account or to the account of the Paying Agents - no later than the end of the next Business Day from the date of receipt of funds to the Company's Account or the Paying Agent's account, provided that the payment document contains all the data necessary to identify the payment. The Company is not responsible for the timeliness and correctness of the crediting of funds transferred by the Client using details other than the details published in the Personal Account. If the Client uses international payment systems VISA, MasterCard, Skrill, etc. to replenish the Client's Account after the end of the Operational Day Friday, funds can be credited before the end of the first hour of the next Operational Day;
- 3.13. If the funds sent by bank transfer have not been credited to the Client's Account within 5 (five) Business Days from the date of the transfer, the Client has the right to send a request to the Company by e-mail to the company's email address (info@main-capitals.com) with the provision of documents, confirming the fact of making a bank transfer (payment order, copies of documents (swift), etc.).
- 3.14. Based on the request received from the Client, the Company conducts an investigation in order to resolve the situation specified in these Regulations. The Client understands that the investigation may entail commission costs, which will be paid at the expense of the Client. The method of payment of costs is decided on an individual basis and can be carried out either by transferring the required amount to the Company's Accounts, or by debiting the Amount from the Client's Account.
- 3.15. Depending on the results of the internal investigation, the Company takes one of the following actions:
- 3.15.1. If it is established that the funds have not been credited to the Company's Account, the Company completes the investigation and notifies the Client about this result. The client has the right to contact the bank through which the bank transfer was made for further examination of the circumstances specified in these Regulations. The Company is not responsible for disputes and conflicts arising between the Client and the bank in connection with the last bank transfer.
- 3.15.2. If the Company establishes the fact of receipt of funds to its Account, the Company completes the investigation and credits the funds to the Client's Account.

#### **4. Withdrawing Funds from the Client's Account**

- 4.1. The Client has the right at any time to dispose of all or part of the funds in the Client's Account by sending the Company an "Order for Withdrawal of Funds" from the Client's Account or an "Order for an internal transfer of funds". The order must contain an instruction from the Client to write off Funds from the Client's Account or an instruction to transfer funds to the company's products opened with the Company, subject to the following conditions:
- 4.1.1. The Client's Order to Write Off Funds is carried out in the amount of not more than the Free Balance of the Client's Account and not less than the amount of the commission for the Write-off of Funds held by the Company from the amount specified in the Order in accordance with the regulations established by the Company. Free Balance is calculated automatically in real time, taking into account the current loss on Open Positions and the amount required to secure Open Positions. Orders for an amount less than or equal to the amount of the write-off fee will not be accepted for execution. The company has the right to reject this order.
- 4.1.2. The Client's orders for the withdrawal of funds from his Client's Account must comply with the requirements and take into account the restrictions established by the laws in force and other legal acts of the states under the jurisdiction of which this transfer falls.
- 4.1.3. The Client's Orders for Withdrawing Funds from the Client's Account must comply with the requirements and take into account the restrictions established by these Regulations, as well as by the Agreement between the Client and the Company.

4.2. Execution of the "Order for Withdrawal of Funds" from the Client's Account by transferring funds to the Client's Account can be performed by the Payment Agent authorized by the Company.

4.3. The Client draws up an Order to Withdraw Funds from the Client's Account or an Order to transfer funds internally to another Client's Account in the currency of the Client's Account. If the currency of the Client's Account differs from the currency specified in the Order for Debiting Funds, the amount deducted will be converted by the Company into the currency specified in the order.

4.4. The currency in which the transfer is carried out, the conversion rate, the amount of commission and other costs, as well as the minimum and maximum amounts of Funds Write-off are determined by the Company depending on the Method of Funds Write-off applied.

4.5. The Client understands and agrees that all commissions and other costs associated with the implementation and passage of the Debit Method chosen by him are paid at the expense of the Client.

4.6. Funds are debited from the Client's Account if the Company receives an Order to Withdraw Funds from the Client's Account or an Order to transfer funds internally to another Client's Account.

4.7. An order is considered accepted by the Company if it is executed and displayed in the Personal Account, in a special section of this system. An order issued in any other way is not accepted by the Company for execution.

4.8. "Application for Withdrawal of Funds" is processed by the Company within 7 working days.

4.9. The client can issue an "Order for Withdrawal of Funds" to a bank account, to an electronic QIWI account, an electronic YandexMoney account, to an electronic WebMoney account, to a mobile phone, a Visa / MasterCard bank card or any other method available in the system, provided that they are registered only in the name of the Client. The corresponding "Orders for Withdrawal of Funds" issued to the details of third parties by the Company are not accepted for execution.

4.10. The Client can issue an "Order for internal transfer of funds" to another Client's Account, registered in his name, opened within one account of the Personal Cabinet.

The Company does not accept the "Order for internal transfer of funds" to the accounts of third parties.

4.11. The Client understands and agrees that when debiting Funds from the Client's Account through "Orders for Withdrawal of Funds", funds can be credited only to the following accounts:

4.11.1. to QIWI electronic accounts that were used by the Client to replenish the Client's Account (when using the electronic QIWI system for debiting);

4.11.2. to YandexMoney electronic accounts that were used by the Client to replenish the Client's Account (when using the YandexMoney electronic system for debiting);

4.11.3. to electronic WebMoney accounts, which were used by the Client for the purpose of replenishing the Client's Account, or to any WebMoney electronic accounts registered in the name of the Client, with a wallet certificate not lower than the "Initial" level";

4.11.4. to bank cards Visa / MasterCard, which were used by the Client in order to replenish the Client's Account (when using a Visa / MasterCard bank card for debiting).

4.12. Funds are transferred to the Client's Account in the following order:

4.12.1. in the case of transferring funds to a bank account

- on the next Business Day after processing the order, unless another period was specified by the Company when the Client placed the order for transfer in the Personal Account;

4.12.2. in the case of transferring funds through electronic payment systems or a Visa / MasterCard bank card

- on the day the order is processed.

4.12.3. to a Visa / MasterCard bank card that was used by the Client for the purpose of replenishing the Client's Account.

4.13. The Client has the right to send a request to the Company to conduct an investigation if the funds debited by the Client from the Client's Account by means of the "Order for Withdrawal of Funds" did not arrive on the respective Client's Accounts within the following terms:

4.13.1. Within 5 (five) Business Days if funds are sent by bank transfer.

4.13.2. Within 2 (two) Business Days when sending funds to an electronic WebMoney account, an electronic QIWI account, an electronic YandexMoney account, a mobile phone or a Visa / MasterCard bank card.

4.14. The Company has the right to provide the Client with a copy of the payment order or statement confirming the fact that Funds have been debited and transferred to the Client's Account. The Client understands and agrees that the investigation and preparation of all documents necessary for the investigation may result in the Company incurring commission costs, which will be reimbursed at the Client's expense. The method of payment of costs is decided in relation to each Client individually and may take the form of either transferring the required amount to the Company's Account, or debiting the amount from the Client's Account.

4.15. If, as a result of the investigation carried out by the Company, the Company's fault is found in not crediting funds to the Client's Account, the Company undertakes to reimburse the Client the amount of commission costs collected in accordance with this Regulation.

4.16. If during the execution of the "Order for the Withdrawal of Funds" the Client made an error in the details, which entailed not crediting funds to the Client's Account, the commission for resolving this situation will be paid

at the expense of the Client.

4.17. The Client has the right to cancel a previously made Order by submitting an application to the Company to cancel this Order. Cancellation of an Order by the Client is possible if in the application for cancellation the Client absolutely definitely formulates which Order is considered canceled. The Client has the right to cancel the previously submitted

Order until the moment it is processed by the Company in accordance with the terms specified in these Regulations.

4.1. The client has the right to revoke the funds in respect of which he was sent

“Order for Withdrawal of Funds”. The said comment can be sent before the receipt of funds to the Client's Account. The Client is obliged to accept everything performed by the Company and / or the organization serving the Account (Accounts) of the Company, and pay the Company for the services rendered and costs incurred in connection with the execution of the Order.

## **5. Conditions and consequences of changing the list of recommended Trading Terminals**

5.1. The Company has the right, at its discretion, to change the list of Trading Terminals recommended for use for the purpose of executing this Agreement by sending a corresponding notification to the Client.

5.2. In the event that, as a result of this change, the ability to use a certain Trading Terminal is lost, the Client, within the timeframe specified in the notification, is obliged to dispose of the funds on the Trading Account, which is used to work in this Trading Terminal, by sending the Company "Orders for Withdrawal of Funds »From the Trading Account or« Orders for internal transfer of funds of the Client »to another Trading Account, which is used by the Client to work in another Trading Terminal.

5.3. If the Client has not disposed of the funds within the specified period, the Company reserves the right to independently transfer these funds:

5.3.1. to another Account of the Client (including the Bonus Account), which is used by the Client to work in another Trading Terminal. If the Client has several such Client Accounts, the Company, at its discretion, determines the Account to which the funds will be transferred;

5.3.2. in the absence of other Trading Accounts used by the Client to work in other Trading Terminals - to the Trading Account created in his interests by the Company to work in any other available Trading Terminal.

5.4. The Company has the right to close and cancel the Trading Account created in the interests of the Client by the Company if, within 3 years from the date of notification of the creation of such an account and the crediting of funds to it, there are circumstances indicating that:

5.4.1. The Client has lost interest in the Company's services (the Client has not performed a single Trading Operation);

5.4.2. The Client has lost interest in the funds stored on it (the Client did not dispose of the funds stored on it in any way);

5.4.3. The Company has taken the necessary and sufficient steps to contact the Client and / or his heirs and / or legal representatives by all means available to it, but to no avail.

In this case, the inaction of the Client within the specified period is equivalent to the Client's refusal from this Agreement and all property (funds) due to him under this Agreement.

## **ANNEX No. 3: REGULATIONS OF TRADING OPERATIONS**

(Appendix No. 3 to the Agreement on the provision of services in the international financial market)

### **1. General Provisions**

1.1. This Regulation is an integral part of the Agreement on the provision of services in the international financial market and determines the procedure and conditions for the Clients to perform Trading Operations in the international financial market.

### **2. Methods of interaction between the Client and the Company**

2.1. The interaction between the Client and the Company when agreeing on the essential conditions of Trading Operations occurs by sending requests, offers and / or confirmations by the Client; The company - answers to inquiries, as well as confirmations, reports and statements. The documents and messages specified in this clause are generated, delivered and logged using the Trading Terminal.

2.2. The agreement of the essential conditions of Trading Operations can be carried out only during the Operation Day and by means of the following methods:

2.2.1. by exchanging messages in electronic form through the Trading Terminal connected to the global Internet;

2.2.2. by phone. Access to this service and the procedure for agreeing on the essential conditions of Trading

Operations with its use are governed by this Agreement and special conditions published on the Company's Website.

2.3. Coordination of the terms of Trading Operations by phone occurs only after the Client is identified. For identification, the Client must inform the Dealer

2.4. login to the Client's Account, as well as password.

2.5. When agreeing on the essential conditions of the Client's Trading Operation by phone, these conditions will be deemed agreed upon compliance with the following conditions:

2.5.1. the essential conditions of the Trading Operation are repeated (pronounced aloud) by the Dealer after the Client;

2.5.2. immediately after repeating the essential conditions by the Dealer, the Client confirmed the completion of the Trading Operation by uttering any of the following words: "yes", "I confirm", "I agree", "Deal" or any other word that unambiguously confirms consent.

2.6. When agreeing on the essential conditions by phone, the specified conditions are considered agreed at the moment the Client pronounces the confirmation word. Those conditions, the text of which was pronounced by the Dealer, will be considered agreed. If the essential conditions are incorrectly repeated by the Dealer, then the Client must interrupt the Dealer and repeat the essential conditions again.

2.7. In the process of exchanging messages by phone, including the identification procedure, the Company has the right to record the conversation with the Client using its own hardware and software. The Client can also make such a record by his own means. The parties acknowledge that the records of telephone conversations between the Company and the Client, made by the Company using its own hardware and software, can be considered sufficient evidence suitable for presentation in the resolution of disputes, both out of court and in court.

2.8. Trading Operations, the essential conditions of which are agreed upon by phone, as well as Orders received by phone, are entered by the Dealer into the Trading Terminal

2.9. Clarification of the situation regarding the status of the Trading Account over the phone can be made in case of rejection of a Trading Operation or in the event of an error in the Trading Terminal.

2.10. The Dealer has the right to stop communicating with the Client by phone if the Client receives:

2.10.1. emotional assessment of a controversial situation;

2.10.2. offensive remarks against the Company;

2.10.3. profanity.

2.11. All messages sent to the Company and confirmed by the Client's password and code are considered sent directly by the Client.

2.12. If the Client has not received confirmation of a Trading Operation or placing an Order in the Trading Terminal, he is obliged to check the fact of performing a Trading Operation or placing an Order in the Trading Terminal's report on Trading Operations and / or by telephone.

### **3. Procedure for Conducting Trading Operations with Financial Instruments**

3.1. The Company provides the Client with the opportunity to perform Trading Operations with Instruments on the terms specified on the Company's Website and / or specified in the individual agreements of the Parties.

3.2. The Company reserves the right to unilaterally change the conditions for performing Trading Operations before weekends and holidays, as well as in case of low liquidity.

3.3. A Trading Operation is considered completed after the Client has agreed and confirmed all the essential conditions of a Trading Operation and a corresponding entry appears in the Company's Server Log-File. In the Trading Terminal, a Ticket is assigned to each Open Position.

3.4. The essential conditions of the Trading Operation to be agreed upon are:

3.4.1. tool;

3.4.2. type of Trade Operation: buy (BUY) or sell (SELL) the Instrument, Close the current Position (CLOSE);

3.4.3. the volume of a Trade Operation in the number of Lots, units of the Instrument. The Volume of a Trade Operation must be a multiple of the minimum allowed value of the agreed Instrument. Information on the minimum volume of a Trade Operation is available on the Company's Website, and is also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail;

3.4.4. the price of a Trading Operation (if possible for the selected Trading Terminal / Execution Type).

3.5. The Company reserves the right to provide only one Quotation Mode in case of changes in market conditions (increased volatility or decreased liquidity), which may occur when news is published, at the end of the working week or before holidays, as well as in case of technical failures.

3.6. Open Positions of the Client may be closed by the Company unilaterally in the cases provided for by these Regulations.

3.7. If there are Open Positions at the end of the Operation Day, the Company unilaterally carries out the Transfer of Open Positions (SWAP). The Operation of Transferring Open Positions is carried out immediately after the end of the Operation Day. The transfer fees are indicated on the Company's Website, and are also set on

the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

3.8. When Opening a Position, depending on the type of the Trading Terminal and / or Instrument, the Client may be charged a commission for the corresponding Trading Operation. The size of the commission, as well as the list of Instruments, when performing Trading Operations with which it is charged, are indicated on the Company's Website, and also set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail.

3.9. In the absence of the Actual Price for the Instrument on the Server of the Company, it is prohibited to perform Trading Operations on this Instrument.

3.10. The Company has the right from time to time, at its sole discretion and unilaterally, to establish and change the conditions governing the procedure for performing Trading Operations, including, but not limited to, the volume of Trading Operations, Open Positions, Types of Order Execution, conditions for choosing a Trading Terminal, Stop-Out Level, the amount of profit for each specific position, the time the Client was in the transaction, the requirements for the Collateral, the requirements for commissions for the execution of Trading Operations, Trading Time, etc., as well as refuse the Client to service or work at a specific Trading Terminal. The Company has the

right to change the list of available instruments depending on the country of registration of the Client, taking into account the restrictions and prohibitions imposed by the relevant regulatory legal acts. If the Client, for some reason, has performed a Transaction with such a tool,

3.11. The Client agrees that his Order for the execution of a Trading Operation may not be executed or not executed in full in case of insufficient liquidity of the Instrument.

3.12. The Client agrees that if the ratio of the number of issued orders to completed transactions exceeds reasonable limits, then his requests / orders / Orders may either be rejected by the Company or will be served last.

3.13. The client agrees that he cannot close transactions for which he gets 10% of the balance.

3.14. The Company has the right to forcibly close the Client's Open Positions in the following cases:

3.14.1. in case of reaching the Stop-Out Level determined by the Company;

3.14.2. if the Company has reason to consider any of the Client's Non-Trading Operations doubtful;

3.14.3. if the position on the Client's Trading Account arose as a result of erroneous actions on the part of the Company (technical failure, getting a non-market Quote into the stream, etc.);

3.14.4. if the number of the Client's positions creates a threat to increase the load on the Server (s) of the Company;

3.14.5. if the Company is unable to maintain the Client's Open Position arising as a result of changes in legislation and

/ or market conditions, relations between the Company and third parties involved in the process of fulfilling the obligations by the Company under the Agreement with the Client, as well as the actions of these third parties that directly or indirectly affect the provision process By the Service Company under the Agreement;

3.14.6. in case of refusal to provide services to the Client by the Company

#### **4. The procedure for placing, changing and executing Orders**

4.1. The Client has the right at any time during the Trading Time for the Instrument to place (modify) an Order to buy or sell through the Trading Terminal or by telephone. Placing (modification) Orders is possible only if the Actual Price of the Instrument is available on the Server of the Company. Placing (modification), as well as execution of Orders outside the Trading Time, may be limited depending on the specifics of the operation of a particular Trading Terminal.

4.2. The Order must contain all the essential conditions of the Trading Operation defined in these Regulations, namely: the Instrument, the volume of this Instrument, the type of the Trading Operation and the desired execution price (or the amount of the Restriction).

4.3. The Order placed by the Client must be removed from the current, at the time of placing the Order, market level by at least the minimum values indicated on the Company's Website, as well as those set on the Company's Server. In case of contradictions, the information provided on the Company's Server shall prevail. The minimum values for which an Order can be placed may be increased under market conditions that differ from the standard ones: in case of increased volatility and / or reduced liquidity, at night, before or during holidays, before the publication of news, before the end of the Operation Day, etc.

4.4. The Order placed by the Client is subject to cancellation (deletion) by the Company unilaterally in the following cases:

4.4.1. if the funds on the Client's Trading Account are insufficient to execute the Order;

4.4.2. in case of expiration of the validity period of the Order (if such was specified);

4.4.3. in case of Closing the Position to which the Order is linked;

4.4.4. in case of expiration on the CFD Instrument;

4.4.5. in case of an increase in the position;



- 4.4.6. in case of execution in the Gap of an Order opening a Position, the Stop or Profit attached to it can be deleted, which also falls into the Gap;
  - 4.4.7. if placing an Order on the Client's Trading Account is the result of erroneous actions of the Company (technical failure, getting a non-market Quote into the stream, etc.);
  - 4.4.8. if the number of Client's Orders creates a threat to increase the load on the Server / s of the Company;
  - 4.4.9. in case of refusal to provide services to the Client by the Company
- 4.5. After the execution of the Order, as well as in the case when the current Quote has reached the price of the Order, cancellation (modification) of the Order is not allowed.
- 4.6. Orders and Restrictions are executed in the manner and under the conditions established by the Company for each type of Trading Terminal and fixed in the annexes to these Regulations.
- 4.7. The Company has the right to limit the number of placed Orders of the Client or their volume for all Instruments.
- 4.8. The Company has the right to delete canceled (deleted) orders from the report on Trading Operations of the Client's Trading Terminal 1 (one) month after their cancellation (deletion). The cases in which the Order placed by the Client is subject to cancellation (deletion) by the Company unilaterally are described in clause 4.4 of this section.

## **5. The procedure for determining the mutual obligations of the Client and the Company**

- 5.1. The Company keeps records of the mutual financial obligations of the Company and the Client on the Client's Open Positions and funds on the Client's Trading Account on a daily basis. Mutual financial liabilities of the Company and the Client are the funds in the Client's Trading Account, as well as the current financial result (unrealized profit and loss) on the Client's Open Positions. In the event of unforeseen situations, including technical failures, as well as other force majeure circumstances (force majeure), which led to the impossibility of accurately determining the value of the current financial result (unrealized profit and loss) of the Client for Open Positions,
- 5.2. The current financial result (unrealized profit or loss) for Positions Open by the Client is calculated automatically at each change in the Quotes for each Open Position and is reflected in the Trading Terminal in the currency of the Client's Account.
- 5.3. The financial results (profit and loss) of the Client on the executed Trading Operations are reflected in the Trading Account at the moment of Closing the Position for each individual Instrument.
- 5.4. The Client must provide a Margin Level (in Trading Terminals where this concept is used) sufficient to maintain his Open Positions.
- 5.5. If, as a result of the forced Closing of Positions, the amount on the Client's Trading Account becomes negative, the Company has the right to charge such a Trading Account with compensation in the amount necessary to bring the status of the Trading Account to zero. The Company can bring the status of the Trading Account to zero at the expense of funds on other Trading Accounts of the Client.
- 5.6. If, due to a technical failure or as a result of other circumstances that occurred through no fault of the Company, an incorrect financial result is reflected in the Client's Trading Terminal, then the financial result that is calculated according to the formulas given in the Appendices to this Regulation is considered correct when calculating the financial result.

## **6. FEES/CHARGES**

- 6.1. Customer is aware that a part of Company's revenues derives from the spread on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction.
- 6.2. Where a customer requests a specific fee structure, a commission may be payable by Customer to open and close Forex, CFDs positions. Such commission payable will be debited from Customer's account at the same time as Company opens or closes the relevant Forex, CFDs.
- 6.3. You agree to pay all government taxes, fees, duties and obligations associated with activities on your account, including deductions, as required by the laws of your country of residence, and hereby waive any claims against company in relation to the foregoing.
- 6.4. We may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.
- 6.5. In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or
- 6.6. other regulatory or self- regulatory organizations arising out
- 6.7. of Company's provision of services hereunder.
- 6.8. The Client agrees that the Company may require the payment of tax, as required by applicable law from the results of activities with the company. The company cannot deduct/write off commissions or taxes from the client's account.

- 6.9 Customer may incur additional fees for the purchase of optional, value added services we offer.
  - 6.10 The Client knows, understands and agrees that only the Client is obliged to calculate and pay all taxes applicable to the Client, according to the tax code of the country of which he is a resident.
  - 6.11 The Client agrees that the Company may withhold tax as required by applicable law from the results of business with the Company.
  - 6.12 Payment and withholding of taxes takes place in accordance with the Client's trading operations from the moment of registration of the trading account and in accordance with the amount of net profit earned until the moment the request for withdrawal of trading funds from the Client's account is made.
  - 6.13 The Client is aware that the amounts that may be withdrawn by the Client from the Client's account are "gross amounts", based on the amount of which the Company may charge taxes, and that the Client has no claims against the Company in relation to such claims.
- 7. ROLLOVERS, OVERNIGHT INTEREST:**
- 6.14 A daily financing charge may apply to each Forex, CFDs open position at the closing of Company's trading day.
  - 6.15 If such financing charge is applicable, it will either be requested to be paid by Customer directly to Company or it will be paid by Company to Customer, depending on the type of Forex, CFDs and the nature of the position Customer holds.
  - 6.16 The method of calculation of the financing charge varies according to the type of Forex, CFDs to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates.
  - 6.17 The financing charge will be credited or debited (as appropriate) to Customer's account
  - 6.18 on the next trading day following the day to which it relates.
  - 6.19 Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of Forex, CFDs to which the financing charge applies.
  - 6.20 For certain types of Forex, CFDs, a commission is payable by Customer to open and close Forex, CFDs positions. Such commission payable will be debited from Customer's account at the same time as Company opens or closes the relevant Forex, CFDs.
  - 6.21 Trades in CFDs are linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which the CFD is linked, the base asset shall be replaced with another asset, and the quotation of the CFD shall change accordingly. 6.6.8 CFD does not have an expiration date.
  - 6.22 Trades in CFDs are continuous and the base assets to which they are linked vary from time to time.
  - 6.23 Company reserves the right to determine the base asset to which CFD is linked, the date of replacement of the base asset, and the replacement conditions.
  - 6.24 Following the replacement of the base asset, the quotation of the CFDs shall be adjusted, and the Customer's account shall be credited or debited, as applicable, in accordance with the difference in quotations created due to the replacement of the base asset.
  - 6.25 The difference in quotations between the base assets is affected by the difference in rates between selling and buying of such assets in the market, and therefore the revaluation of selling and buying transactions shall be in different values.
  - 6.26 Customers will incur costs in relation to the Spread Cost in closing the Old contract and Opening the New Contract and a Standard Overnight Interest charge.
  - 6.27 In most cases, the debits shall be higher than
  - 6.28 credits.
  - 6.29 Any open transaction held by Customer at the end of the trading day as determined by Company or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and physical settlement of the transaction.
  - 6.30 Customer acknowledges that when rolling over such transactions to the next business day, overnight interest may be either added or subtracted from Customer's account with respect to such transaction.
  - 6.31 The overnight interest amount shall be determined by Company from time to time, in Company's absolute discretion.
  - 6.32 Customer hereby authorizes Company to add or subtract the overnight interest to or from Customer's account for any open transaction that have accrued overnight interest, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.

## **ANNEX # 4: RISK WARNINGS**

(Appendix No. 4 to the Agreement on the provision of services in the international financial market)

The purpose of this Risk Disclosure (hereinafter referred to as the "Warning") is to disclose to the Client information about the risks associated with performing Transactions in the financial markets, and to warn the Client about possible financial losses associated with these risks. The list of risks given in this Warning is not

exhaustive due to the variety of possible situations that arise when performing these Operations.

1. When performing Transactions on international financial markets, any change in the price of the Underlying Asset may have a significant impact on the Client's Trading Account due to the Leverage effect. In accordance with this circumstance, when the market moves against the position of the Client, he may incur a loss in the amount of funds deposited to the Trading Account, as well as in the amount of funds deposited by him additionally to maintain Open Positions. The Client is fully responsible for taking into account all risks, the use of funds and the choice of a strategy for performing these Operations.

2. A number of Instruments have a significant intraday range of price changes, which implies a high probability of receiving both profit and loss on the Transactions under consideration. In the event of increased volatility, a drop in liquidity and other significant changes in market conditions that cause a change in quotations by more than 5% for a period not exceeding the duration of the Operating Day, the Company has the right to fix the financial result on the Client's Operations at a price not exceeding a 5% change in quotations for in relation to the moment of the beginning of the change in the quotations of financial Instruments, determined by the Company.

3. The Client assumes the risk of financial losses (losses) due to malfunction of information, communication, electrical and other systems used to perform the Operations provided for by the Agreement and its annexes.

4. The Client acknowledges that in market conditions other than normal, the processing time for the Client's orders and Orders may increase.

5. The client assumes the risk of financial losses (losses) caused by force majeure (force majeure), which means any action, event or phenomenon, including but not limited to:

5.1. strikes, riots or civil unrest, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, hurricanes, power outages, communication, software or electronic equipment that, in the Company's reasonable opinion, has led to the destabilization of the market or markets of one or more Tools;

5.2. suspension, liquidation or closure of any market or the absence of any event on which the Company bases Quotes, or the imposition of restrictions or special or non-standard trading conditions, as well as the conduct of Transactions in any market, or in relation to any such event.

6. When planning and conducting Operations associated with an increased risk, the Client should take into account that in practice, the possibility of a positive and negative deviation of the actual result from the planned (or expected) often exist simultaneously and are implemented depending on a number of specific circumstances, the degree of consideration of which determines the effectiveness Client Operations.

7. Considering the above, the Company recommends the Client to carefully consider whether the risks arising from the operations in the international financial market are acceptable taking into account the goals and financial capabilities of the Client.

8. This Warning is not intended to force the Client to refuse to perform Operations on the international financial market, but is intended to help the Client assess the risks associated with the performance of these Operations, and to responsibly approach the decision on the choice of an activity strategy within the framework of the execution of the Agreement concluded with the Company.