APPROVED
By Director FTM Brokers LLC order of 20.01.2022

Agreement on making operations with non-deliverable OTC financial instruments

This Agreement on making operations with non-deliverable OTC Financial Instruments (hereinafter referred to as the Agreement), posted on the Forex company's Website, is a public offer, that is, offer of the Forex company to make an agreement on making operations with non-deliverable OTC Financial Instruments with individuals or legal entities (hereinafter referred to as the Client) under the conditions established in the Agreement.

The Forex company considers itself to have entered into the Agreement with the Client on the conditions specified in this offer. The Client will respond to this offer, i.e. accepts it under compliance the conditions of this offer and in the manner prescribed by it. The Agreement deemed concluded between the Forex company and the Client at the moment of acceptance by the Client of the public offer of the Forex company.

The acceptance of this public offer of the Forex company is the consistent execution of the following actions by the Client:

- creation (registration) by the Client of a Client area on the Forex company's Website;
- familiarization and acceptance of the Terms of the Rules of making operations with non-deliverable OTC financial instruments posted on the Forex company's Website (hereinafter referred to as the Rules of making operations), Notification about the risks connected with the conclusion, execution, and termination of obligations under the Agreement on making operations with nondeliverable OTC financial instruments, The procedure for submitting, processing, and executing client orders to fix the price of the underlying asset when performing transactions with nondeliverable OTC financial instruments and the terms of the Agreement by placing corresponding confirming marks "Familiarized" and "Agree" in checkboxes when creating (registering) Client area on the Forex company Website;
- completion of the identification procedure;
- transfer of an amount of margin to the Client's Account by transferring funds to the Forex company Account by the Client.

The terms and definitions used in this Agreement are used in the meanings defined in the Rules of making operations.

1. SUBJECT OF THE AGREEMENT.

1.1. The Forex company accepts obligations to make on its own behalf and at its own expense via the Internet and (or) with using other technical means, operations initiating by the Client with non-deliverable OTC financial instruments (hereinafter referred to as the Operations).

1.2. The Client, as security for fulfillment of his obligations under this Agreement, is obligated to transfer margin collateral to the Forex company Account, which will be used to open and maintain opened positions and fulfill other obligations stipulated by this Agreement.

1.3. Information on prices for underlying assets is provided by the Forex company to the Client via the Terminal based on data received from the Forex company liquidity providers.

1.4. Interest on margin of the Client is not charged.

1.5. Withholding and payment of personal income tax or corporate income taxes received by the Client as aresult making operations with non-deliverable OTC financial Instruments carried out under this Agreement take place in accordance with legislation of the Republic of Belarus.

2. ORDER OF DETERMINING PRICES FOR UNDERLYING ASSETS.

2.1. The Company receives information on quotes (prices for underlying assets) from quotation providers and (or) liquidity providers.

2.2. Quotes are broadcast to the platform simultaneously to all clients. All quotes that the client receives through the platform are indicative and represent the best Bid and Ask price available on the market received from liquidity providers.

3. PROCEDURE OF DEPOSITING MARGIN BY A CLIENT, ITS ACCOUNTING AND RETURN TO A CLIENT.

3.1. Procedure of depositing funds by a Client as margin security.

3.1.1. A client deposits funds as margin to the Forex company's Account through a Client Area in the section «Deposit funds».

3.1.2. The list of available methods of depositing margin with an indication of costs and transfer currency:

Methods of depositing Margin	The costs for depositing margin (are calculated from the amount sent by the Client to the current account of the Forex company)	Transfer currency
Bank card	3% + commission/conversion on the side of the payment system and sending bank	USD, RUB
Bank payment	commission of the sending Bank and commission of the correspondent Bank (if provided)	USD
In Cash via the bank's cashier of CJSC Alfa-Bank	0.5% commission of the sending Bank and commission of the correspondent Bank (if provided)	USD
In Cash via the bank's cashier	commission of the sending Bank and commission of the correspondent Bank (if provided)	USD
Automated information system of the unified payment and information space (AIS UPIS)	3% + commission/conversion on the side of the payment system and third-party banks + conversion at the exchange rates of the receiving Bank (if the currency of receipt differs from USD)	USD

3.1.2.1. The Commission for depositing Margin (except for possible commissions on the Client's side) is calculated during the deposit process and will be presented to the Client before confirming the operation. When confirming the transfer, the Client agrees to the Commission amount specified in the order.

3.1.2.2. The costs (commissions, conversion costs, etc.) associated with the execution of the method chosen by the Client for transferring and crediting funds as margin security to the Forex Company's Account are paid at the Client's expense. The Forex Company can compensate these costs fully or partially as a part of the ongoing promotions.

3.1.3. Funds are deposited by the Client using the payment details of the «FTM brokers» Forex company, indicating the Client's Account number to which the margin is credited.

3.1.4. Transfers of funds from third parties are prohibited. If such transfers are detected, the Forex company has the right to apply the measures provided for in this Agreement and the legislation of the Republic of Belarus.

3.1.5. Before depositing funds via a Bank card, the Client must upload photos of the Bank card (on both sides, in color, in good quality) with which they plan to deposit margin to the Account in their Client Area in the «Profile» section. If the card is unnamed or virtual, the Client undertakes to provide a screenshot from the client area in the online Bank with the URL string, or a Bank statement, or an agreement with the Bank confirming this card belongs to the Client. For a virtual card, you must have information that the card is virtual.

3.1.6. Funds sent by the Client as margin are credited to the Forex company's Account within 3 (three) business days.

3.1.7. Funds received on Forex company's Account are credited to the Client's Account no later than the end of the next business day from the date of receipt of funds on Forex company's Account.

3.1.8. If the payment document does not contain data for payment identification, the Forex company has the right to request the necessary documents from the Client. In this case, funds will be credited to the Client's Account no later than the end of the next business day from the date of payment identification.

3.1.9. The Forex company takes all possible measures to ensure that funds are credited to the Client's Account within the prescribed period, but cannot guarantee the transfer time for reasons beyond the control of the Forex company, such as delays or technical failures on the side of Banks, Payment Agents and other third parties, or if the Client uses payment details other than were published in the Client Area.

3.1.10. Funds are credited to the Client's Account in the Account Currency. If the Account Currency differs from the currency of the margin security transfer, the funds will be converted to the Account Currency at the exchange rate of the payment system or the sending Bank (depending on the method of depositing funds) at the time of crediting funds.

3.1.11. If the deposited amount is not credited to the Account within 5 (five) business days, the Client must write an email to support@ftm.by with a copy of the payment document confirming the deposit of funds.

3.2. The Forex company daily keeps records of mutual financial obligations of the Forex company and the Client on the Client's Opened Positions and the funds on the Client's Account in an electronic record in the Company's database. The current amount is transmitted to the Client in the Client Area and in the Terminal. Mutual financial obligations of the Forex company and the Client are the funds on the Client's Account, recorded profits and losses on the Client's Closed Positions, the current financial result (unrealized profits and losses) on the Client's Open Positions, remuneration withheld from the Client in favor of the Company, including debited and accrued swaps and dividend corrections (if any), as well as other payments provided for in this Agreement.

3.2.1. In event of unforeseen situations, including technical malfunctions, as well as other unavoidable circumstances (force majeure), which made it impossible to accurately determine an amount of Client's current financial result (unrealized profits and losses) on Opened Positions, mutual financial obligations of the Forex company and the Client are determined (calculated) based on an amount of funds on the Client's Account and Client's current financial result (unrealized profits and losses) at the time of ending previous Trading Day.

3.3. Current financial result (unrealized profit or loss) on Positions Opened by the Client is calculated automatically each time Quotes for each Opened Position are changed and reflected in the Terminal in the Account's currency.

3.4. Financial results (profit and loss) of the Client on Operations being performed are reflected on the Client's Account at the time of Closing Position for each individual Instrument. When reflecting financial results is made:

- an increase in the amount of margin on the Client's Account by the amount of profit received or accrued;
- a decrease in the amount of margin on the Client's Account by the amount of the loss received or accrued.

3.5. The Client must provide a level of margin sufficient to maintain their Opened Positions. Sizes of amounts of the Margin when making Operations are indicated on the website of the Forex company.

3.6. A negative Balance may be formed on the Account as a result of market conditions that are beyond the control of the Forex Company (sharp Price changes, Gap, different Operating time of Financial instruments, etc.), after the Client's Position is closed by the Forex Company by independently fixing the price of the Underlying Asset in case of insufficient Funds to maintain an open Position in accordance with the procedure established by Section 7 of this Agreement. In this case, the Account Balance will be set to zero by the Forex Company either by transferring Funds from other Client's Accounts (Funds on all Client's Accounts are considered consolidated as a single Account) and (or) by transferring Funds from Interdependent Accounts without considering and regardless of the presence of Open positions on these Accounts. If the Funds on such Accounts are not enough to nullification of the Account Balance, the Forex Company will compensate the remaining amount at its own expense. The compensation is calculated within 3 (three) working days.

3.7. As a result of market conditions (Prices change, Gap, Operating time, Financial instruments, etc.) that are beyond the control of the Forex company, after the client's Position is closed by the Forex company by independently fixing the price of the Underlying Asset, in case of insufficient Funds to maintain an open Position, as it prescribed by Section 7 of this Agreement, a negative Balance may be formed on the Account. In this case, the Forex company will assign compensation in the amount necessary to bring the Client's Account Balance to zero within 3 (three) business days.

3.8. The procedure of margin refund to the Client.

3.8.1. The margin security refund is provided in the amount not exceeding Free balance of the Client's Account.

3.8.2. Refund of margin (withdrawal of funds from the Account) is made on the basis of the Client's order on margin refund (request for withdrawal of funds), formed out of his Client Area or in other cases provided for by this Agreement. The Client's order for the margin refund contains the Client's Account number, the Client's payment details for the margin refund and the amount of funds requested for the refund.

3.8.3. List of available ways of margin refund, including costs, transfer currency, and minimum refund amount:

Ways of withdrawal	Commission for withdrawal	Currency	Minimum refund amount excluding commission
Bank transfer into Bank account within the Republic of Belarus	0,1% (min. 1,5 USD и max. 6 USD) of the margin security refund amount + commission of receiving bank – in accordance with its rates	USD	10 USD
Bank transfer outside the Republic of Belarus into non-resident bank account	commission of the sending bank – 0.15% of the sum (min. 20 USD and max. 200 USD) + commission of receiving bank + commission of correspondent bank (if provided)	USD	10 USD

3.8.3.1. The costs (commissions, conversion costs, etc.) associated with the execution of the margin refund from the Account to the payment details are paid at the expense of the Client or a third party. The Forex Company can compensate these costs fully or partially as a part of the ongoing promotions.

3.8.4. If the amount requested for refund on the Client's Account is not involved in maintaining the Client's Open Positions, the funds are debited and transferred to the bank details specified by the Client within seven business days from the moment the Forex company receives the order to return the margin security. The date of receipt of funds to the Client's payment details from the moment of transfer to the Client's payment details is not regulated by the Forex company, but directly depends on the chosen method of margin security refund.

3.8.5. If the Client's the amount of closed Transactions is less than 1 lot for every 100 USD of deposited margin and (or) the Client has submitted a margin refund order within 30 calendar days from the date of depositing to the Account, then the Forex Company has the right to withhold the costs from the Client that were compensated by the Forex Company when crediting funds to the Client's Account. The Forex Company debits the withheld amount when transferring funds from the Account to the Client's payment details.

3.8.6. The Client's order for refund is rejected by the Forex company with a corresponding notification if:

• the amount to be withdrawn, including the commission for Debiting Funds and other costs provided for in this Agreement, exceeds the amount of the Free balance of Funds.

• sum requested for write-off is involved in maintaining the Client's Open Positions (blocked) and its debiting from the Client's Account may lead to the closing of Open Positions. In this case, the Client has the right to either close Open Positions or make a request for refund available sum of funds.

• the Client's Account has Open positions on Financial Instruments that are outside of Operating Time at the moment of creating or executing an order.

3.8.7. The Client has the right to form a request for full refund of margin only after closing all positions.

4. TYPES AND PROCEDURE FOR DETERMINING THE SIZE OF REMUNERATION OF THE FOREX COMPANY. ORDER AND TERMS OF ITS PAYMENT.

4.1. The Forex company has the right to charge the Client the following types of remuneration: Spread, commission for Transactions with non-deliverable OTC Financial Instruments, commission for transferring positions (Swap), dividend commission.

4.2. Spread is the difference between the Ask Price and the Bid Price of the Instrument, expressed in Points. When simultaneously opening and closing a position at the best prices, the amount of the Spread in the Account Currency is calculated as follows: Spread = (Ask Price - Bid Price) / size of one point * the cost of one point for an open position in the Account Currency.

4.2.1. Depending on the type of Account selected, the Forex Company offers its Clients several types of Spreads (fixed or floating). The Spread size is a dynamic value and depends on the conditions of liquidity providers, which are affected by the volatility of the Underlying Asset prices, the state of the over-the-counter market, etc. The current Spread values are set on the Forex Company's Server, the Client can get acquainted with them in the Terminal - the "Market Overview" panel - the "Spread"(!) column.

4.2.1.1. Fixed type of Spread is used in FTM.COMFORT Accounts for all Financial Instruments, excluding securities.

4.2.1.2. Floating Spread (not fixed) is represented in FTM.STANDARD and FTM.PRO Accounts, and in FTM.COMFORT on Financial Instruments – securities.

4.3. Commission is charged for performing with non-deliverable OTC Financial Instruments. Commission is set depending on the selected Account type and the Financial Instrument for which the Transaction is performed, according to the table below:

Account Type	The Underlying asset of Financial Instrument	Commission amount based on the nominal value of the Position (%)
FTM.PRO	EURUSD, GBPUSD, USDJPY, Precious metals, Oil	0.006
FTM.PRO	All types of Foreign currencies except EURUSD, GBPUSD, USDJPY	0.009
FTM.PRO	Stock indexes	0.01
FTM.COMFORT, FTM.STANDARD, FTM.PRO	Securities	0.04

4.3.1. Commission for Operations is set as a percentage of the Nominal value of the Position. The Nominal value of the Position is determined by the Client when submitting an Order to fix the price of the Underlying Asset and is calculated as the product of the Nominal value of one Lot of the Financial Instrument and the volume of the Operation in Lots set by the Client. Current amount of the Nominal value of the Position in 1 (one) Lot for each Financial Instrument is set on the Company's Server and available for review in the Terminal.

4.3.2. The commission Fee of Operations is calculated as follows: the Nominal value of the Position * the Commission Amount as a percentage of the Nominal value of the Position (%). The Commission is charged in the currency of the Nominal value of the Position and converted into the Currency of the Client's Account at the current exchange rate in the Terminal at the Transaction performing time.

4.3.3. Commission for Transactions is debited at the Position opening moment and is reflected in the Floating Financial Result. At the time of closing a Position, the previously accrued Commission is deducted from the Account Balance.

4.4. The Commission for transfer of positions (Swap):

4.4.1. At the end of the trading day, the Client's Open Positions are automatically transferred to the next trading day with the Swap accrual. The swap can be credited as negative - it is withheld from the Client in favor of the Forex company, and as positive - it is paid by the Forex company in favor of the Client.

4.4.2. The Swap is calculated and credited at the beginning of the trading day on which the Position was transferred. The accumulated Swap on Open Positions is reflected in the Floating Financial Result. When a Position is closed, the accumulated swap is deducted from or added to the Account Balance.

4.4.2.1. During the night from Wednesday to Thursday a triple swap is charged, at the same time a Swap is charged for one day for transferring Positions from Friday to Monday.

4.4.3. The Swap Value for each Financial Instrument, separately for Long and Short Positions, is set by the main liquidity Provider of the Forex company.

4.4.4. The Swap is a dynamic value, so it can change during the trading day. The current Swap values for each Financial Instrument are set on the Company's Server and are available for review in the Terminal.

4.4.5. Depending on the underlying Asset of the Financial Instrument, the Swap value can be expressed in points or as a percentage per annum of the Nominal value of the Position:

4.4.5.1. For Financial Instruments, which are based on Underlying Assets: foreign currency, precious metals and oil – the Swap value is expressed in pips, which is calculated as the Value of a pip * Swap in pips.

4.4.5.2. For Financial Instruments based on the Underlying Assets: stock indexes and securities – the Swap value is expressed as a percentage per annum, which is calculated as the Nominal value of the position * Swap as a percentage / 360.

4.4.6. The Swap is credited in the currency of the Nominal value of the Position and converted into the currency of the Client's Account at the current exchange rate in the Terminal at the Transaction performing time.

4.5. If there are Open Positions on Financial Instruments based on securities as of the date of fixing the register of the issuing company (ex-dividend date or simply ex-date), depending on the terms of delivery of the underlying asset, a dividend commission may be deducted from the Client's Account one or two days earlier, the date of fixing of which is determined by the management of this legal entity (issuer of securities) and announced in advance on the official website of the relevant company. Dividend commission is calculated by the following formula: Cd = Q x D, where

Cd - dividend commission,
Q - amount of securities,
D - sum of dividends per unit of underlying asset.
Dividend commission is charged from the Account during 3 months from the moment of closing position.

5. PROCEDURE OF DETERMINING MARGIN LEVERAGE FOR OPEN POSITIONS.

5.1. Margin leverage – the ratio of the Nominal value of the position specified in the Order to fix the price of the Underlying Asset and the amount of the margin requirement (collateral) on the Client's Account.

5.2. The Margin leverage is set for the Client's Account in the amount from 5 to 200 depending on the Client's category, type of Financial Instrument and Balance size.

5.3. For Clients of the «Client» category the maximum size of the leverage is 100, for Clients of the «Qualified Client» category maximum leverage is 200.

5.3.1. To provide a leverage of 200, the Client met the requirements for assigning the category of «Qualified Client» must send a Forex company corresponding statement to the e-mail info@ftm.by from email address specified in Client Area.

5.4. Depending on the type of Underlying Asset that underlies the Financial Instrument the Forex company establishes a relationship between the balance on the Client's Account in USD and the size of the Margin leverage according to the table:

Client's Account Balance in USD	For Financial Instrument with Underlying Assets: foreign currency, Precious metals, oil, stock indexes		For Financial Instrument with Underlying Asset: Securities	
	Margin leverage	Percentage of Margin Required (%)	Margin leverage	Percentage of Margin Required (%)
up to 100 000 for Qualified clients(c. 5.3.1)	200	0.5	20	2
up to 100 000	100	1	20	2

up to 200 000	50	2	10	10
more than 300 000	20	5	5	20

5.5. If the Client's account Balance in USD exceeds the maximum amount set for the current Margin leverage, the Forex company has the right to unilaterally change the Margin leverage with 3 (three) business days' prior notice. The notification is sent to the Client's email address specified in the Client Area.

5.6. The Forex company has the right to limit the Margin leverage for all categories of Clients or to set new Margin leverage sizes depending on the types of Underlying Assets with prior notification of Clients with 3 (three) business days prior, the corresponding changes will be reflected in this Agreement.

5.7. When the Margin leverage changes, the new margin applies both to previously Opened Positions and to new Positions.

5.8. Depending on the Margin leverage set on the Client's Account and for this group of Financial Instruments, when performing Operations with Financial Instruments from the moment of opening a Position until its closing, the amount of funds on the Client's Account that cannot be used for opening other new Positions will be blocked by the Forex company as a margin required.

5.8.1. Margin is calculated as a percentage of the Nominal value of the Position in accordance with clause 5.4 of this Agreement. For example, when opening a Position on a Financial Instrument, which Underlying Asset is foreign currency, with a nominal value of 100,000 USD on a Client's Account with a set Margin of 100, the Margin Required will be $ 1,000 USD.

5.8.2. Commission for Operations is set as a percentage of the Nominal value of the Position. The Nominal value of the Position is determined by the Client when submitting an Order to fix the price of the Underlying Asset and is calculated as the product of the Nominal value of one Lot of the Financial Instrument and the volume of the Operation in Lots set by the Client. Current amount of the Nominal value of the Position in 1 (one) Lot for each Financial Instrument is set on the Company's Server and available for review in the Terminal.

5.9. The Forex company has the right to increase the Margin Requirement for Positions that were opened in less than 1 (one) one hour before the end of the Operating Time of the Financial Instrument.

6. PROCEDURE OF INITIATION BY THE CLIENT OF MAKING THE OPERATION. ORDER AND TERMS OF REPORTING.

6.1. Initiating of making operation by the Client (order submit), receiving and processing the Client's order about fixation of price of underlying asset is carried out automatically by the Client when he is executing required actions in the Terminal, login to which is carried out via entering Login and Password. Data about on the Client's orders are accumulated and stored on the Forex company's Server. They can be presented to the Client by his request in the Terminal in the “Account History” section.

6.2. Fixation of price of underlying asset can be executed only at the current price at the moment the Forex company takes actions to execute the Client’s order. Date, time, execution price are fixed in the Terminal and on the Forex company's Server.

6.3. Execution of an order is recorded, stored on the Forex company's Server and is available for viewing in the Terminal.

6.4. Reporting on operations initiated by the Client is provided to the Client around the clock in the Terminal.

7. PROCEDURE OF CLOSING THE CLIENT'S POSITION BY THE FOREX COMPANY IN CASE OF THE CLIENT'S MARGIN INSUFFICIENCY TO MAINTAIN OPENED POSITION.

7.1. The insufficiency of margin to maintain Open Positions on the Client's Account is determined by the Margin Level indicator, which is calculated as as Account funds/ Margin * 100%.

7.2. The Minimum Margin Level at which the Forex company closes Positions by independently fixing the price of the Underlying Asset is set depending on the type of Account:

Account Type	Margin Level
FTM.COMFORT	30%
FTM.STANDARD	40%
FTM.PRO	50%

7.3. A Client monitors the Margin Level by himself and can adjust Open Positions and/or deposit additional Margin to maintain Open Positions on the Account.

7.4. If the Margin Level on the Client's Account is lower than the amount set in clause 7.2 hereof, the Forex company's Server generates an automatic Order to close the Client's Open Positions at current Prices (Stop-out) without prior notice.

7.4.1. If the Client has several Open Positions, the Positions with the largest floating losses will be placed first in the queue for closing.

7.4.2. An Order to close Positions in case of insufficient margin security (Stop-out) takes priority over any other orders.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1. The Forex company pledges to:

8.1.1. Execute the Client's Orders to fix the price of the Underlying Asset when performing Operations with non-deliverable OTC Financial Instruments on the best terms for the Client at this juncture and in accordance with the procedure established by this Agreement and the rules of performing operations.

8.1.2. Accept margin to the Forex company's Account and credit the accepted amount of margin to the Client's Account on the conditions provided by this Agreement and the Rules of making operations.

8.1.3. Return margin in accordance with terms of the Agreement upon request (provided that the Client does not have unfulfilled obligations to the Forex company), as well as if such funds are not required to maintain the Client's Opened Positions.

8.1.4. Store confidential and other information in the order prescribed by legislation of the Republic of Belarus.

8.1.5. Post information on the conditions and procedure of making operations, including the amount of remuneration of the Forex company by posting the information on the Forex company's Website and / or on the Company's trading server.

8.1.6. Present to the Client reports on the history of made transactions in electronic form in the Trading terminal.

8.1.7. Take measures for timely notification of the Client about changes related to the provision of services and fulfillment of obligations under this Agreement.

8.2. The Client pledges to:

8.2.1. Present correct and reliable information for personal identification (identification data).

8.2.2. Provide the Forex company with the requested information or documents within 3 (three) business days after receiving the request.

8.2.3. Inform the Forex company about all changes in passport data or place of residence or other significant changes within 2 business days from the date of such changes.

8.2.4. Pay a remuneration to the Forex company on the terms and in the size determined by this Agreement and the Rules of making operations, which are indicated on the Forex company's Website and on the Forex company' Server and are active at the time of execution of the Operations.

8.2.5. Maintain a sufficient level of margin in relation to his Opened Positions.

8.2.6. Maintain confidentiality in relation to information that became known to the Client during execution of this Agreement.

8.2.7. Familiarize yourself with the terms of this Agreement, the Rules of making Operations and the Risk Notice and monitor changes in these documents posted on the Forex company's Website.

8.2.8. Regularly check reporting, history of made transactions and other relevant documentation and immediately notify the Forex company of any errors or discrepancies found. In the absence of such notice within 48 hours after an operation made, it is considered irrevocably and finally accepted by the Client.

8.3. The Forex company has the right to:

8.3.1. Refuse to comply with Client's orders aimed at opening a new Position if the Free Balance of Funds on the Client's Account is not sufficient to perform the corresponding Operation.

8.3.2. Postpone execution, adjust or refuse to execute orders for return of margin in case if the Client has Opened Positions or a debt to the Forex company, as well as in other cases provided by legislative acts of the Republic of Belarus.

8.3.3. Write off remuneration of the Forex company directly from the Client's account in accordance with the terms of this Agreement and the Rules of making operations.

8.3.4. The Forex company strives to execute the Client's Orders on the best terms for the Client at the given time, however, in the event of emergency or unavoidable circumstances, regardless of other provisions of this Agreement and without prior notice, the Forex company reserves the right to:

8.3.4.1. Stop transmitting any information, refuse to execute Orders aimed at opening or closing Positions, restrict access to the Terminal, in the event of the following circumstances:

- there was a failure, technical, software or hardware breakdown (error) of the Terminal, Forex company's Server or on the side of liquidity Providers, as a result of which the Forex company is unable to fully or partially fulfill its obligations under this Agreement;
- the existence of suitable conditions in relation to one or more Financial Instruments, in connection with which taking necessary measures by the Forex company becomes inevitable (unavoidable);
- detection of a material violation of the Client's obligations under this Agreement;
- if other circumstances arise, as a result of which the provision of services or the provision of the Terminal to Clients becomes impossible for the Forex company.

8.3.4.2. Close the Client's Positions at the latest available market price, if the Forex company is unable to maintain such Open positions due to changes in market conditions,

conditions of liquidity Providers, as well as in the event of other extraordinary or unavoidable circumstances. Before closing the Position, the Client will be notified at least 2 (two) business days in advance.

8.3.5. In order to ensure timely provision of prices for underlying assets for conducting operations, the Forex company can rely on available information on prices and other data that may subsequently turn out to be incorrect. In this case, the Forex company may cancel or adjust the Client’s Operation with providing the Client with a detailed explanation of the reasons for such cancellation / adjustment.

8.3.6. At its own discretion, to control and periodically make changes to functionality of the Terminal (including information on prices of underlying assets), its configuration, interface and content.

8.3.7. Temporarily suspend the provision of services under this Agreement by forcibly blocking the Account in cases of force majeure and in cases established by the legislation of the Republic of Belarus.

8.3.8. Control operations of the External Account of the Client and the Client's Account in order to fulfill the requirements of the Law of the Republic of Belarus “On measures to prevent legalization of income gained from crime, financing terrorist activity and financing proliferation of weapons of mass destruction”.

8.3.9. Provide data about the Client (including his personal data) to authorized bodies and parties in cases and in the order prescribed by law, as well as to third parties involved in the process of providing services by the Forex company to its Clients, or engaged by the Forex company to provide services or satisfaction of other non-illegal needs and interests of the Forex company at carrying out its activities.

8.3.10. To delete pending orders canceled by the Client or the Forex company from the Account history after 1 (one) month from the date of cancellation.

8.3.11. Request from the Client the documents and information necessary, in the opinion of the Forex Company, to identify the Client or update information about the Client.

8.3.12. Upon notifying the Client of termination of this Agreement, to refuse to process the Client’s Market and/or Pending Orders aimed at opening new Positions.

8.3.13. Forcibly close Open Positions (if any) on the Client's Accounts upon termination of this Agreement at an affordable market price at the date of termination of the Agreement.

8.3.14. Transfer the remaining funds on the Client's Accounts to the Client's payment details within 3 (three) business days upon termination of this Agreement.

8.3.15. Pay a forced refund of the remained margin security to the same payment details from which funds were deposited to the Client's Account.

8.3.16. Close the Client's Account upon termination of this Agreement.

8.4. The Client has the right to:

8.4.1. Carry out any Operations provided by this Agreement and the Rules of making operations in the order and terms established in these documents.

8.4.2. Replenish the Account under terms of the Agreement.

8.4.3. Receive reporting about operations in the order and on the conditions provided by this Agreement and the Rules of making operations.

8.4.4. Contact the Forex company with requests about providing information on operations made by him with non-deliverable OTC Financial Instruments.

8.4.5. Send to the Forex company an Order for Funds Write-off within free residual in accordance with the order established in this Agreement and the Rules of making operations and receive a return of margin in accordance with terms of this Agreement.

8.4.6. Terminate this Agreement unilaterally and extrajudicially in accordance with this Agreement at any time.

8.4.7. Independently change the password for access to the Client Area or use the password recovery procedure at any time.

9. RESPONSIBILITY OF THE PARTIES

9.1. The Forex company is not responsible:

– for losses incurred by the Client in connection with use/change of margin leverage and caused by an unfavorable change in price of underlying assets;
– for reduction or closing of the Client’s positions caused by the automatic Stop Out procedure;
– for losses incurred by the Client caused by insufficient level of margin in relation to his current positions;
– for lack of liquidity at any time;
– for unavailability of any prices at any time;
– for losses incurred by the Client due to a decrease / lack of liquidity, in connection with which the Client will not be able to close an Operation or will be forced to accept a price that will significantly differ from the Client’s desired price;
– for losses incurred by the Client in connection with execution of the Order with some slippage in price;
– for losses incurred by the Client caused by sharp fluctuations on the market, as well as for forecasts made by him that do not take into Account market volatility;
– for a loss and (or) moral damage, including, in particular, any loss of benefit that may be a direct or indirect result of using or taking into Account information about results in past and results predicted by the Client;
– for failure of communication equipment, disconnection between the Forex company's Server and the Terminal, interferences or delays when making operations via the Internet;
– for losses incurred by the Client in case of incorrect interpretation of the information provided on the Forex company's Website;
– in case of using the Client’s Login and Password by third parties to whom such accounting information was transferred by the Client or by which it was obtained illegally / fraudulently;
– for any losses incurred by the Client as a result of actions of the Forex company made in accordance with its rights under this Agreement;
– for any losses incurred by the Client as a result of non-fulfillment by third parties of their obligations to the Forex company. In addition, in such circumstances, the Forex company is not responsible for fulfillment of its obligations to the Client, provided that such fulfillment is impossible due to a violation by a third party of its contractual obligations.

9.2. The Client is responsible to the Forex company for losses incurred by the Forex company by a fault of the Client, including for a damage caused as a result nonproviding (or untimely providing) by the Client of any documents, provision of which to the Forex company is provided by this Agreement and the Rules of making operations, as well as for a damage caused to the Forex company due to any distortion of the information contained in documents provided by the Client and / or abuse of the services provided by the Forex company to the Client. The Forex company has the right to deduct the indicated losses from the Client’s Account and / or Accounts of other persons, provided that it is known (with help of technical functionality available to the Forex company) about actual ownership of these Accounts by the Client.

9.3. The Client unconditionally acknowledges that the Quotes used by the Forex company for making Operations and being broadcasted from the Forex company's Server are the only correct ones for the Client. Claims regarding discrepancy between quotes of the Forex company with other sources are not accepted.

9.4. Provisions of this section shall remain in force after termination of this Agreement.

10. PROCEDURE OF TERMINATION OF THE AGREEMENT

10.1. This Agreement may be terminated by agreement of the Parties.

10.2. The Forex company has the right to unilaterally refuse to execute this Agreement:

- If the Forex company decides to terminate its activities on the OTC Forex market or decides to terminate customer service in a particular;
- in case of changes in legislation making impossible further execution of the Agreement;
- in case of non-fulfillment by the Client of his obligations stipulated by this Agreement;
- if the Client fails to provide the documents (information) necessary for identifying participants of a financial operation, as well as establishing a fact of legalization income gained by the Client from crime, financing terrorist activity or financing proliferation of weapons of mass destruction in accordance with the legislation on preventing legalization of income gained from crime financing terrorist activity or financing proliferation of weapons of mass destruction;
- in case of absence of funds on the Client's Account within twelve months from the date of last transfer of funds from it. The term for funds seizure on the Account and suspension of operations on the Account are not included in this term.

10.3. The Client has the right to refuse to execute the Agreement:

- in case of disagreement with changes to the Agreement, the Rules of making operations, subject to fulfillment by the Client of all obligations under the Agreement;
- for other reasons not contradicting the Agreement, provided that the Client fulfilled all obligations under the Agreement.

10.4. In case the Client refuses to execute this Agreement, the Client sends a corresponding notification to the Forex company via info@ftm.by from email address specified in the Client Area. In case of refusal to perform this Agreement, the Client undertakes to close all positions and pay off the debt to the Forex company, and to fulfill other obligations under this Agreement. The agreement is considered terminated after the Client fulfills all obligations under this Agreement.

10.5. In case the Forex company refuses to execute this Agreement, the Forex company sends a corresponding notification to the Client to the email address specified in the Client Area via info@ftm.by. The agreement is considered terminated 10 calendar days after sending the notification.

11. SPECIAL CONDITIONS

11.1. Terms of this Agreement apply to all Client's Accounts opened under this Agreement.

11.2. Changes and additions made by the Forex company to this Agreement come into force from the moment they are published on the Forex company's Website.

11.3. From the moment of entry into force, changes and additions introduced by the Forex company shall equally apply to all Clients, including those who entered into the Agreement earlier than the effective date of the changes.

11.4. With purpose to ensure guaranteed familiarization of the Client who has entered into the Agreement with the changes or additions made, the Client must at least once a week independently or via authorized persons contact the Forex company's Website for information on changes and / or additions made.

11.5. In order to achieve the goals defined in this Agreement, as well as other tasks of an informational nature, the Forex company has the right to send information materials to the Client in accordance with the contact information provided by the Client.

11.6. The Client, providing the Forex company with his personal data, in any form and in any way (when performing any actions on the Forex company's website, through the counterparties of the Forex company, etc.), thereby gives consent to the Forex company and its partners for an automate, as well as without using automation tools, processing of the personal data provided by him in order to execute this Agreement, conduct advertising campaigns, provide him with advertising materials, information about Forex promotions and events held by the company, as well as for other purposes determined by the Forex company, including: to take actions to collect, record, organize, accumulate, store, clarify (update, change), extract, use, transfer (distribution , providing access), depersonalization, blocking, deletion, destruction, cross-border transfer of personal data. The consent is given for the period until expiration of the storage period for relevant information or documents containing the specified information, determined in accordance with the current legislation of the Republic of Belarus.

11.6.1. The information specified in the "Profile" section of the Client Area is updated at least every 3 (three) years.

11.7. The Client has the right to use the information posted by the Forex company or third parties, the access to which was provided to him as part of the provision of services under the Agreement, only for making the Operations provided by this Agreement. The Client is not entitled to distribute, modify, supplement or store the specified information in any way in independent archives. In any case, the scope of rights granted to the Client regarding information posted by third parties cannot exceed the scope of authority received by the Forex company from a third party. The Forex company does not guarantee that the information posted by third parties is reliable, accurate, actual and will be provided on an ongoing basis without interruption. The Forex company is also not responsible for results of Operations (losses, lost profits, loss of income, reputation damage, etc.), decisions about which were made by the Client on basis of the information posted by the Forex company or third parties.

11.8. The Forex company is not responsible for non-fulfillment or improper fulfillment of obligations under this Agreement in case of issuance by the authorized state bodies of acts that suspend or prohibit execution of Operations on the Client's Account.

11.9. All disputes and disagreements between the Forex company and the Client arising during execution of the Agreement are resolved via negotiations. The Client and the Forex company make every possible effort in order resolve any dispute peacefully, conscientiously and constructively. A pre-trial claim procedure for resolving of disputes is recognized as mandatory.

11.10. A written claim is subject to consideration by the Party that received it within 30 calendar days from the date of receipt. If agreement is not reached, disputes are considered in a court at the location of the Forex company, in the order prescribed by the legislation of the Republic of Belarus.

11.11. The Forex company has the right to block the client's Account with a balance of less than 10 USD, that was not used for trading operations for 90 straight calendar days. The Client loses the ability to log in to the terminal using the access codes of the blocked Account, as well as perform operations with margin security on the blocked Account. To unblock the Account, the Client must contact the Forex company, after that the Account with the remaining funds will be available within 5 business days.

11.12. The major language of this Agreement and other legal documents of the Forex Company, as well as all amendments and additions to the Agreement and to other legal documents of the Forex Company is Russian. Translation into English and other languages is used for informational purposes only and have no legal force.

11.13. In everything else that is not regulated by this Agreement, the parties are guided by the current legislation of the Republic of Belarus.