

APPROVED

By Director FTM brokers
LLC order of 20.01.2022

Rules for transactions with non-deliverable OTC financial instruments

1. General provisions.

These Rules for transactions with non-deliverable OTC financial instruments (hereinafter referred to as the Rules for Transactions) are developed under the Decree of the President of the Republic of Belarus of June 4, 2015 No 231 "On the implementation of activities on the OTC Forex market", Resolution of the Board of the National Bank of the Republic of Belarus of February 9, 2016 No 64 "On approval of the Instructions on the content approved by Forex companies, banks, non-bank credit and financial organizations, the National Forex Center for the rules for transactions with non-deliverable OTC Financial Instruments" and determine the procedure for performing transactions with non-deliverable OTC financial instruments of FTM Brokers OOO (hereinafter in the text - Forex Company).

These Rules for Transactions may be changed unilaterally by the Forex Company with notification to the Client of the change by posting a new version of the Rules for Transactions on the Forex Company Website at least 10 calendar days before the entry into force of the new version of the Rules for Transactions. Information published on the Forex Company Website is also set on the Forex Company Server. In the event of a conflict, the information provided on the Server of the Forex Company is of primary importance.

The operating mode of the Forex Company, as well as the personal virtual account of the client: The Forex Company works from Monday to Friday from 09:00 a.m. to 6:00 p.m., weekends - Saturday, Sunday. Access to the client's virtual account and terminal is round-the-clock.

2. Terms and definitions.

Account Currency the currency in which all account transactions are denominated and calculated.

A Financial Instrument whose underlying asset is Foreign Currency - two currencies (Base Currency and Counter Currency) in respect of which an Operation is performed with currency Instruments. Actual information on the number and composition of Currency Pairs is published on the Company Website and is also set on the Forex Company Server.

An account of the Forex Company - the account of the Forex Company in a bank, non-banking lending financial institution, an account (wallet) in the electronic payment system, as well as other accounts, including accounts of Payment Agents.

Authorized Person - an individual or legal entity endowed with official authority to manage, perform certain actions.

Available Margin security (Available Cash Balance) — funds on the Client's Account that are not used as Margin for Open Positions, and that are available for withdrawal or can be used to open new Positions. The size of the Available Cash Balance is calculated as the difference between Funds and Margin.

Base Currency of the Instrument — the currency in which the underlying Asset of the Financial instrument is nominated. When denoting Currency Pairs, Base Currency that is bought and sold for the Quote Currency (counter Currency) is indicated in the numerator (the first in the pair). For other instruments Base Currency is available for review in the Terminal.

Bid Price - the price at which the Client can perform an Operation of the SELL type (for selling the Instrument). Terms used in the text of these Rules, the definitions of which are absent in this Section,

shall be interpreted under generally accepted business practices and the practice of concluding transactions with over-the-counter non-deliverable Financial Instruments.

Client - an individual or legal entity that enters into an Agreement with a Forex Company and performs Operations within the framework defined By the rules for performing operations, the Agreement on performing operations with no- deliverable OTC Financial Instruments (hereinafter referred to as the Agreement) and other local regulatory legal acts of a Forex Company. Clearing — the procedure for non-cash payments for services rendered between a Forex Company and its counterparties, during this period the trading server may not have a Quote Stream and Operations are prohibited.

Client Account - a special account in the Terminal that is used to reflect and account for transactions carried out within the framework of the Agreement on transactions with no-deliverable OTC Financial Instruments between the Client and the Forex Company.

Client Area Interface - a set of screen forms that appear on the Client's computer screen after logging in to the Client area and allow working with the Client area: create, send and receive electronic documents and messages, as well as view information posted in the Client area.

Closed Position - the result of the execution of the second part of the Full Transaction (the operation to Close the Position).

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

Current Price - A quote for which a Forex Company is ready to operate at a certain point in time.

Demo Account (demo-short for "demonstration version") is a virtual Client Account with virtual Funds provided by a Forex Company, intended for training and testing the trading conditions of a Forex Company. Since the Client does not Deposit Margin to the Demo Account, the Client is not entitled to submit an Order to Withdraw Funds from the Demo Account.

Dealer - an employee of a Forex Company authorized to announce Quotes, monitor the correctness of Clients Transactions, analyze financial claims and explain situations related to Transactions on Clients Accounts.

Dividends - the share of profit that the company that issues securities distributes to shareholders.

Dividend commission — the commission for transferring an Open Position on Financial Instruments, for which securities are the Underlying Asset, on the day of formation (closing) of the register of securities owners (dividend correction).

Equity - a weighted estimate of the cost of funds on the Account, representing the amount of money on the Account, taking into account unrealized profits (losses).

Execution Type: Instant Execution - a type of Transaction, in which the Client expresses his desire to complete the Transaction by clicking on the price in the Terminal. If the price has not ceased to be relevant, the Transaction is confirmed. If the Quotation in the Terminal is no longer relevant, the Client is offered a new price for the Transaction and/or the Server of the Forex Company sends a refusal to complete the Transaction. The Client agrees to the possible execution of the Transaction at any current price on the Forex Company Server.

Execution Type: Market Execution - the type of Transaction, in which the Client expresses his desire to complete the Transaction, agreeing in advance that the Transaction will be executed at the price current on the Forex Company Server (without offering new quotes).

External Client Account - the client's current account in a Bank or no- Bank lending financial institution, an account (wallet) in an electronic payment system.

Forex company remuneration - these are funds received by the Forex Company as a result of transactions and/or transactions with margin by Clients, including amounts charged in the form of commissions for transactions, transfer of positions to the next day, replenishment of the Account, and withdrawals from the Account.

Full transaction (Round Trip) - a set of two opposite transactions with the same volume (Opening a Position and Closing a Position): purchases with subsequent sale or sales with a subsequent purchase in respect of a Position with the same Ticket (ID).

Gap - a price change in which the next quote differs from the previous one by more than the size of the Spread.

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

Inactive Account - A Client's account that has not been used for any transactions and/or margin transactions initiated by the Client within the last 180 (one hundred and eighty) calendar days.

Interdependent Accounts – Accounts registered for one and (or) several Clients, on which the intersection of identification, network or hardware (IP addresses, device IDs, etc.) payment data was detected (but without limiting the foregoing) and/or the execution of oppositely directed Positions on the same or correlated Financial Instruments.

Instrument (Financial Instrument) - a non-deliverable over-the-counter Financial Instrument in respect of which the Client makes Transactions under these transaction Rules. Up-to-date information about the number of Instruments and terms of Transactions with them is published on the Forex Company's Website and is also set on the Forex Company Server.

Log-File - part of the Terminal and/or Client area intended for recording (recording) data transmitted by the parties to each other during the execution of the Agreement through the Terminal and/or Client area. Each request of the Agreement party to the Terminal or the Client area is recorded in a Log File and duplicated on the Forex Company's Server. The specified Server data is the main source of information and is accepted by the parties as evidence in case of disputes related to the execution of the Agreement. At the same time, information from the log File of the Forex Company's Server has absolute priority over other arguments when considering a disputed situation, including information from the log File of the Terminal and/or the Client area. The Forex Company reserves the right not to keep Log Files when the parties access the Terminal and/or Client area.

Login - the registration name used by the Client as an identifier for entering the Client area for registration.

Limit (Buy Limit, Sell Limit, Take Profit) - type (type) of an order to fix the price of the underlying asset when the market price reaches the value specified in this order. Such a pending order is placed for sale at a price (rate) above the current market level or for purchase at a price (rate) below the current market level. The main task of Pending orders of the Limit type is to ensure that the Transaction is performed at a price no worse (no less favourable) than that specified in the Pending order.

Long Position - purchase of an instrument based on an increase in its rate.

Lot - the standard volume of the Instrument for which the Operation is performed. A separate Operation can be performed for several Lots or their shares. Lot sizes for each Instrument and type of Terminal are indicated on the Forex Company Website, and also set on the Forex Company Server.

Margin Leverage - the ratio of the amount specified in the Client's order to fix the price of the underlying asset when opening a position to the amount of margin.

Margin (Margin Required, Reserved Funds) — the amount blocked on the client's Account and required to open and maintain Client's Open Positions, which cannot be used for opening new Positions.

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

Margin Requirements (Margin) - the amount that must be on the Account to Open a Position. Margin Requirements for each Instrument are specified on the Forex Company's Website, as well as set on the Forex Company's Server.

Market order for fixing the price of the underlying asset - order of the Client to complete the Transaction immediately after receiving such order by the Forex Company at the first available quote (Current price) at the time of receipt of such order by the Forex Company.

Nominal position (operation) value — the amount of Underlying Asset, in relation to which the Operation is performed. It is specified by Client while Ordering for fixing the price of an underlying asset and is calculated as the product of the nominal value of 1 (one) Lot of the Financial Instrument and the Transaction volume in Lots set by the Client. Current amount of nominal position value of 1 (one) Lot for each financial instrument is set on the Forex Company Server and available for review in the Terminal. Nominal value is expressed as Base Currency of the Instrument and recalculated in Client Account Currency at current exchange rate in the Terminal at the moment of Operation performing.

Operation - an operation with non-deliverable OTC Financial Instruments performed between a Forex Company and a Client and involving the purchase (BUY) or sale (SELL) of an Instrument, where the terms "buy" and "sell" are considered technical terms, since the transfer of ownership of the Instrument does not occur. An operation with a non-deliverable OTC Financial Instrument is an OTC transaction, consists of two parts - opening and closing a position, does not provide for the rights and does not establish the obligations of the parties to purchase (sell) the underlying asset, but creates an obligation to pay (the right to receive) the amount of the difference between the price of the underlying asset at the moment of opening a position and the price of the underlying asset at the time of closing a position. Opening and closing positions are carried out by sending an order on fixing the price of the underlying asset.

Operational Day - the time interval from 00:00:00 Monday to 00:00:00 Saturdays on EET, except weekends and holidays. As a result of switching to summer/winter time, the start and end time of the Operational day may shift by 1 (one) hour. For certain Financial Instruments, the Trading Day may differ. Up-to-date information on weekends and holidays, Financial Instruments with a different Operating Day is published on the Forex Company Website, and also set on the Forex Company Server.

Operating Time - the time interval during which it is possible to perform Operations with Instruments and place Pending Orders for the Instrument. The Operating Time for each Instrument is specified on the Forex Company's Server and is also available for review in the Terminal. The Operating Time may change on weekends and holidays. It is impossible to execute Operations and place (modify) Pending Orders outside of Operating Time.

Operating time of the underlying asset - time interval during which trading on the underlying asset is carried out in the relevant market. Under the relevant market is meant the main market (Base Exchange), on which the underlying asset is quoted. Information about the main markets is indicated on the website of the Forex Company.

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 the Full Transaction (Position Opening Operations).

As a result of the Position Opening, the Client has the following obligations:

a) perform the opposite Operation to Close a Position of the same volume;

b) maintain the Margin Level no lower than the size established by the Forex Company.

Pending order (Restriction, Level) - conditional order of the Client to perform the Operation in the future upon reaching the conditions specified in it under the order of execution of the Pending orders.

Password - a secret sequence of characters used by the Client as an identifier to enter the Client area to gain access to the Account in the Terminal.

Payment Agent - a third party attracted by the Forex Company to credit funds to the Forex company account and/or External Client Account.

Order for fixing the price of an underlying asset - an order of the Client to fix the price of an underlying asset when opening or closing a position on a non-deliverable OTC Financial Instrument.

Operation with margin - Operation for crediting and/or Debiting Funds to the client's Account and/or from the Client's Account for various reasons. The procedure for performing operations with margin is specified in Appendix 2, which is an integral part of these Rules for transactions with non-deliverable OTC financial instruments.

Personal Virtual Client Area (Client Area) - a confidential section on the Forex Company's web server where the client's identification data is stored and through which the Client can generate notifications for the Forex Company about sending documents and funds, send Orders for debiting funds from the Client 's Account, and perform other operations to manage his Account. The Client area is placed on the Forex Company's Website in a special section, which is equipped with special cryptographic protection tools to restrict access and ensure confidentiality of information. The procedure for using the Client Area is specified in Appendix 1, which is an integral part of these Rules for transactions with non-deliverable OTC financial instruments.

Price Ask - the price at which the Client can perform a transaction of type BUY (for the purchase of the Instrument).

Point is the minimum unit of price change for an OTC Non-Deliverable Instrument.

Quotation - This is information about the current exchange rate for the purchase/ sale of the underlying asset, expressed as the purchase price and the sale price.

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

Quotes Flow - a sequence of Quotes transmitted to the Terminal, including all Quotes provided by the Forex Company to Clients at their request, as well as all Quotes for transactions performed.

Realized (Fixed) Financial Result - financial result for Full Transactions. A negative financial result on Full Transactions represents a loss of the Client, a positive - profit of the Client.

Rollover - the process of transferring an Open Position: for Financial Instruments based on futures contracts, this is a transition from one basic Instrument, which is due to expire, to another, longer-term one; for other Financial Instruments - the process of transferring a Position from one Operational Day to another.

Server of the Forex Company - a software and hardware complex through which the Client orders and requests are processed, the Client is provided with information about changes in the prices of Financial Instruments in real-time (in the amount determined by the Company), accounting for mutual obligations between the Client and Forex the company, as well as the execution of other conditions of these Rules for transactions.

Short Position - selling the Instrument based on a decrease in its value (exchange rate).

Site of the Forex Company - a site on the global Internet, located at <https://www.ftm.by/>, as well as other sites on the global Internet, to which the Forex Company refers in these Terms of Operations or on the Site Forex Companies Server.

Spread - the difference between the Ask Price and the Bid Price of the Instrument expressed in Points. The spread may vary depending on market conditions, be fixed or floating.

Status - an assessment of the Client's activity in transactions with non-deliverable non-OTC Financial Instruments, as well as the amount of cash balances on Client Accounts (within the same account in the Client area).

Stop (Stop Loss) - the type (the type of order) assigned to the Pending order of the Client if such a Pending order is put up for sale at prices (rates) below the current market level or for purchase at prices (rates) higher than the current market level. The main task of the Pending orders of the Stop type is to execute the Transaction at the current market price after crossing the price of the Pending Order with the Instrument Quote.

Stop-Out — forced closure of a Client's Position by a Forex company at current market prices if a certain Margin Level is reached. The rules for the forced closure of a Position are reflected in the Agreement and these Rules.

Swap (SWAP) - funds debited or credited to the Client's account for transferring the position to the next day. Swaps are calculated and fixed at the last minute of the trading day according to the server time (from 23:59 to 00:00). The size of the swap for each Instrument is indicated in the contract specification on the Company's website.

Terminal (the Platform) - a specialized software package through which, through the global computer network the Internet, the Client has the opportunity to agree with the Forex Company on the essential terms of the Operations performed as part of the execution of the Agreement and to record the agreed conditions, as well as the content of the established and cancelled Pending Orders. The terminal allows the Client to send orders to the Forex Company, receive confirmations and reports from the Forex Company. The terminal provides identification of the Parties (confirmation of the authenticity of the Parties) that carry out the exchange of messages, as well as the confidentiality and integrity of the messages themselves using the built-in cryptographic protection facilities. The indicated specialized software systems include MetaTrader systems, as well as other systems recommended by the Forex Company for use to fulfil the Agreement and comply with these Rules for transactions.

The volume of Operation- the number of Instruments sold or purchased in Lots.

The minimum level for placing Pending orders - a price range (in points) from the current market price, within which it is forbidden to place pending orders. The level values for each Financial Instrument are set on the Forex Company's trading server.

Ticket - a unique identification number that the Company assigns in the Terminal and on the Forex Company Server to each position that is opened or to the Pending Order of the Client.

Trading commission - the commission for execution Client's Order for fixing the price of an Underlying Asset. It is paid in favor of the Forex Company at the expense of the Client's margin security.

Type of Execution - the technological process of receipt (confirmation) by the Client Actual Price for the Transaction. Available Execution Types differ depending on the types of: Accounts, Instruments, Orders, and are defined in these Rules for Transactions and are also indicated on the Forex Company Website.

Underlying Asset this is the asset underlying the Instrument that is bought or sold in the course of Transactions. The Underlying Asset can be foreign currency, precious metals, oil, stock indexes,

securities, as well as other Underlying assets determined by the Council of Ministers of the Republic of Belarus to get together with the National Bank.

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

Working Day - the time interval from 09:00 a.m. to 06:00 p.m. Minsk time daily, except for weekends and holidays. Up-to-date information on weekends and holidays is published on the website of the Forex Company.

Write-off of Funds (Withdrawal of Funds) - Withdrawal of Funds from the Client's Account and their transfer according to the details of the Client or his authorized person indicated by the Client in the "Order for **Withdrawal of Funds**".

Write-off Method - one of the methods of Withdrawing funds offered to the Client, which is published in the Client area.

3. The procedure for concluding an Agreement on transactions with non-deliverable OTC Financial Instruments and the list of necessary documents.

3.1. To start cooperation with the Forex Company, the Client is obliged to familiarize himself with these Terms of Operations, the Risk Disclosure Statement, the Privacy Policy and enter into an Agreement on transactions with non-deliverable OTC Financial Instruments.

3.2. The conclusion of the Agreement is carried out by accepting the public offer of the Forex Company, for this the Client must perform the following actions: - read and agree to the terms of the Rules for transactions with non-deliverable OTC Financial Instruments posted on the Forex Company Website (hereinafter - the Rules of transactions), and the terms of the Agreement by affixing the corresponding confirming marks "Familiarized" and "Agree" in the checkboxes when creating (registering) a Client area on the Forex Company Website; - open a Client area on the website of the Forex Company and go through the identification procedure; - transfer the amount of margin to the Client's Account by transferring funds to the Forex Company Account by the Client.

3.3. For the identification of the Client, the Forex Company is entitled to request from him at any time from the moment of registration of the Client area:

3.3.1. For individuals: an identity document and the following information: last name, first name, middle name (if available), date of birth, address of residence/registration, contact phone number, email address, as well as other information listed in the "Profile" section of Client area. The sources of this information may be color digital photos (images) and (or) electronic copies of the following documents: passport, residence permit, ID card, refugee certificate, residential lease agreement, utility bill, the agreement of opening a bank account, bank statement. In addition, the Forex company has the right to request color digital photos of the front and back of the bank card, a screenshot of the personal account from the bank or an electronic wallet confirming ownership of the card / wallet, as well as a PhotoID (a photo of the client together with an identity document)

3.3.2. For legal entities: color digital photos (images) and (or) electronic copies of the certificate of state registration of a legal entity (or its equivalent), the statute, office lease agreement, documents certifying the identity of the head of the legal entity and his authority (protocol of the founders' decision or its equivalent, power of attorney for representatives), as well documents certifying the identity of the person who manages accounting.

3.3.3. The documents requested by the Forex Company must be uploaded by the Client in the Client Area or sent to the email address of the Forex Company info@ftm.by from the email address specified in the Client Area. The provided documents must be in good quality (the text is

readable, the document is fully visible, there is no use of graphic editors, etc.), the file sizes should not exceed more than 5 MB and be in jpeg, jpg, png or gif format.

3.3.4. All individual and legal entities who have entered into an agreement with a Forex Company for the first time are assigned the "Client" category. If the Client wishes to be classified as a "Qualified Client", they must submit documents under paragraph 3.3.6. of these Rules.

3.3.5. The client belongs to one of the following categories:

3.3.5.1. "Qualified client" means a client — an individual or legal entity who meets one of the following criteria: the client has made at least ten transactions for a total amount exceeding 10,000 basic units in each of the last four quarters; the amount of the client's long-term and short-term financial investments, including cash, exceeds 10,000 basic units on the first day of the current month;

3.3.5.2. "Client" means a client – an individual or legal entity who has entered into an agreement with this Forex Company for the first time and does not meet the categories provided for in clause 3.3.5.1., as well as the client who meets one of the categories provided for in sub-clause 3.3.5.1. of this paragraph, but who indicated before initiating the operation about the intention to be assigned to the category provided for in this sub-clause.

3.3.6. A list of supporting documents that are submitted by Clients to classify them as a "Qualified Client":

3.3.6.1. A report on the number and volume of executed transactions in the form of an extract from the Client's Account (Accounts), certified by the relevant Forex company. The report must be provided quarterly (no later than the 20th day of the month following the reporting quarter) to confirm the category;

3.3.6.2. An extract from a bank account (deposit account) with a bank's mark (stamp) regarding the amount of the Client's funds on the first day of the current month. An extract must be provided monthly (no later than the 10th day of the month) to confirm the category;

3.3.6.3. The accounting balance of the legal entity on the 1st day of the current month. It must be provided monthly (no later than the 10th day of the month) to confirm the category.

3.3.7. In case of failure to submit supporting documents within the time limits stipulated by the Rules, the Forex Company can independently classify the Client as a "Client".

3.3.8. The Forex Company may require the Client to provide additional information and documents, necessary in the opinion of the Forex Company, to identify the Client.

3.3.9. During the term of the agreement, if it is necessary to change its terms, the Forex Company may require the Client to provide the documents specified in paragraphs 3.3.1 and 3.3.2.

3.4. After acceptance of the Agreement by the Client, this Agreement is automatically assigned a unique identification number, which is reflected in the Client area in the "Profile" section. The login and password for access to the Client area are provided to the Client in electronic form by sending them to the email address and/or mobile (cellular) phone number specified by the Client when registering the Client area on the Forex Company's Website.

3.5. To transfer margin and perform transactions with non-deliverable OTC Financial Instruments, the Client must:

- open an Account (Accounts);
- download the Terminal from the Forex Company's website;
- transfer funds to the Forex company's Account (details for transferring funds are specified in the Client area).

The client is obliged to check the details of the Forex Company in the Client area before each transfer).

3.6. To open (register) an Account, the Client must select the Account type in the "desktop" section of the Client area and form a request to open an Account. The Forex company offers the Client several types of Accounts, the terms of which are reflected on the Forex company website. When choosing an Account type, the Client must read the terms and conditions of transactions with non-deliverable OTC Financial Instruments on the selected Account type in advance. As a result of sending a request to the Client, access codes (Username and Password) are generated and provided in electronic form by sending them to the email address and/or mobile phone number specified by the Client when registering a Client area on the Forex Company's Website. By creating and sending a request to open the selected Account type, the Client confirms that they are familiar with, understand and agree to the terms and conditions for performing transactions with non-deliverable OTC Financial Instruments on the selected Account type.

3.7. The account is maintained in the Account Currency, and all transactions with non-deliverable OTC Financial Instruments and transactions with margin are converted to the Account Currency at the quotes set by the Forex Company.

3.7.1. The following operations are performed on the Account:

- transactions with no- deliverable OTC Financial Instruments;
- crediting and debiting Customer funds;
- calculation of profit and loss of closed transactions with no- deliverable OTC Financial Instruments on the Account;
- calculation of payment for a swap, write-off of remuneration of a Forex Company;
- blocking a portion of margin in the collateral account to maintain all Client's Open Positions;
- deposits or withdrawals when adjusting positions;
- other payments according to the transaction Rules and Agreement.

3.7.2. The Forex Company executes the Client's Instructions regarding funds on his Account solely for:

- calculating the results of Operations with Financial Instruments;
- transfer funds between Client Accounts;
- payment of remuneration due to the Forex company;
- return of margin to the Client.

3.8. In case of changes to the information contained in the "Profile" section of the Client area, as well as changes to the constituent and registration documents, the Client must notify the Forex Company in writing within 2 (two) business days after such changes. The Forex Company is not responsible for any losses, damages, or expenses incurred by the Client in connection with the Client's failure to comply with this condition.

4. Measures to ensure the execution of the client's order to fix the price of the underlying asset when performing operations on the best conditions for the client at the moment; stability and continuity of all stages of operations; providing clients with the necessary information when performing operations; protection of information during the execution of agreements.

4.1. The Forex Company takes all possible measures to ensure the execution of the Client's order to fix the price of the underlying asset when performing operations on the best conditions for the Client at a given time. For this:

- executes orders of all Clients correctly, fairly and immediately;
- seeks to execute equivalent orders in the order in which they are received;
- provides a minimum time interval between receiving an Order from the Client and its execution;
- when creating an Order in the Terminal, the Client is offered the best price available at the moment from the Forex Company.

When making decisions and performing actions to execute Orders on the best terms, the Forex Company takes into account the following factors:

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

The desire to execute client orders on the best possible terms does not guarantee the execution of orders at more favourable prices than prices offered by other counterparties and market participants. Despite the presence of several liquidity providers, all clients of the Forex Company receive the same quotes. The functionality of the Terminal does not provide for the possibility of providing different quotes for one Financial Instrument (underlying asset) to different Clients.

4.2. The stable functioning of the software is guaranteed by the technology provider of the Forex Company, which has an approved policy for ensuring the stable functioning of the provided software. Also, the Forex Company's technology provider provides information protection during the execution of agreements by using a secure protocol connection.

The Forex Company's software has been verified by the National Forex centre and meets the information security requirements for Forex Companies' software.

4.2.1. The Forex Company takes all reasonable measures to ensure that the Terminal contains information about current available underlying assets, quotes on them, and conditions for executing Orders. Such measures include: ensuring continuous provision of information to the Client about the available underlying assets, and the quotations in the Operating time, the implementation of timely updates used Forex Company software to prevent errors when providing information to the Client about the terms of execution of orders and other measures to ensure highly stable quality technological solutions of Client service.

5. The list of basic assets, the procedure and sources for obtaining information about quotes (prices for basic assets) by a Forex Company.

5.1. The list of basic assets for which the Forex Company performs operations with non-deliverable OTC Financial Instruments (operations) according to the legislation of the Republic of Belarus, foreign currency, precious metals, securities, oil, futures contracts, options, interest rates on the international capital market, and stock index values can be used. The full list of Financial Instruments available for Transactions, as well as the terms of transactions with them (schedules of transaction periods, the size of Spreads and commissions, swaps, margin requirements, etc.), are presented on the Forex Company's website, as well as set on the Forex Company's server and available to the Client in the Terminal.

5.2. Procedure for determining prices for basic assets:

5.2.1. The source of information for determining quotes is the prices received from liquidity providers with whom the relevant contracts for the execution of transactions with non-deliverable OTC Financial Instruments on the Forex market have been concluded.

5.2.2. Different types of Accounts differ among themselves in the principle of pricing financial instruments available for transactions: Accounts with a fixed Spread value; Accounts with a floating Spread value.

The Forex Company has the right to increase the fixed spread without prior notice to clients if:

- a. the level of average price volatility for the Underlying Asset has increased;
- b. low liquidity in the market where the underlying asset is quoted;
- c. from unexpected political or economic events have occurred;

- d. the conditions of liquidity providers have changed;
- e. force majeure circumstances.

Floating Spread Values are dependent on market conditions and price volatility for the Underlying Asset.

5.2.3. Quotes published on the website and broadcast on the Forex terminal for all Financial Instruments are indicative and displayed in real time, formed due to market conditions and liquidity provided by liquidity providers. Current quotes on the Forex Terminal may differ from quotes received from other sources.

5.2.4. Quotes are set in the streaming data mode, which implies a mechanism for providing quotes information to the Client without a request, when the Client sees in real time an indicative quotation stream, according to which he can send an application for the Transaction at any time.

5.2.5. The quoted quotes may be recognized as non-market if such quotation meets each of the following conditions:

- the presence of a significant price gap;
- return of the price within a short period of time to the initial level with the formation of a price gap;
- lack of rapid price dynamics before the appearance of this quotation;
- the absence at the time of its appearance of macroeconomic events and/or corporate news that have a significant impact on the quotation of the Instrument.

5.2.6. The Forex Company has the right to remove non-market quotes information from the Base of Quotes Flow and server charts.

6. Remuneration of the Forex Company for transactions.

6.1. Types of remuneration for the Forex Company: spread, commission for performing Operations with non-deliverable over-the-counter Financial Instruments, commission for transferring a position (Swap), dividend commission.

6.2. 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: $\text{Spread} = (\text{Ask Price} - \text{Bid Price}) / \text{size of one point} * \text{the cost of one point for an open position in the Account Currency}$.

6.2.1. 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.

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

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

6.3. 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

6.3.1. 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.

6.3.2. 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.

6.3.3. 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.

6.4. Commission for transferring a position (Swap):

6.4.1. 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.

6.4.2. 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.

6.4.2.1. 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.

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

6.4.4. 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.

6.4.5. 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:

6.4.5.1. 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.

6.4.5.2. 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.

6.4.6. 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.

6.5. 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: $Cd = Q \times D$, where

- Cd - dividend commission,
- Q – number of securities,
- D - the amount of dividends per unit of underlying asset

Dividend commission is charged from the Account within 3 months from the moment of closing the position.

7. Margin Requirements.

7.1. To open and/or maintain an Open Position, the Client pays margin to the Forex Company Account in accordance with the terms of the Agreement concluded with him.

7.2. For the amount of margin paid, the Forex Company opens and / or replenishes the Client's Account in foreign currency on the Terminal.

7.3. The Client may carry out the transaction for a specific Financial Instrument subject to the availability of margin equivalent to the number of Lots participating in the transaction carried out by the Client.

7.4. The maximum volume for Opening Positions for each Financial Instrument may be limited by decision of the Forex Company, regardless of the size of the free margin balance on the Account and set on the Forex Company Server. Information about maximum volume restrictions for opening positions is posted on the Forex Company Website.

7.5. Operations on the Terminal are performed on a margin basis, i.e. using marginal leverage. This gives the Client the opportunity to open positions whose size exceeds the amount of his margin amount.

7.6. Margin leverage is set at a rate of 5 to 200 depending on the category of the Client, the type of financial instrument, and the size of the balance. For Clients of the "client" category, the maximum size of the margin leverage is 100, for Clients of the category "qualified client" the maximum size of margin leverage is 200.

7.7. Information on the established margin leverage for each Financial Instrument is posted on the Forex Company Website, and also set on the Forex Company Server.

7.8. For individual Financial Instruments, a special margin leverage can be established, but not more than the maximum allowable for each category of Clients.

7.9. Forex Company has the right to unilaterally change the size of the margin leverage without prior notice to the Client.

7.10. The size of the minimum margin amount required to open a position depends on the amount of margin leverage, the Financial Instrument and current market quotes.

7.11. Leverage is an indicator that displays the amount of margin used to maintain open positions. It is calculated as a percentage as the ratio of the involved margin to the Balance.

7.12. In the event that the Margin Level becomes equal to or less than 100% (one hundred percent), the Client must increase this level by depositing additional funds to his Account or by reducing the volume of Open Positions, otherwise opening of New Positions on the Client's Account is impossible.

7.13. If the amount of Funds on the Account is equal to or lower than the Stop Out level, the Forex Company has the right to close fully or partially Open positions of the Client without notice. Forced Closing of a position is performed as follows:

- Closing of Positions occurs in the order of the general queue, along with the execution of orders of clients at the first affordable market price;
- The position with the greatest current losses is placed first in the line for forced closure.

7.14. The Client is obliged to constantly monitor the level of the Margin and the amount of funds that are additionally required to maintain Open Positions on his Account.

8. Procedure for canceling Orders and transactions initiated by the Client.

8.1. The Client does not have the right to change or delete existing and pending Orders if the Price has reached the level of execution of the Order.

8.2. Accepted pending Orders are considered valid indefinitely, until they are canceled by the Client, either executed, or closed due to insufficient margin amount, or canceled by the liquidity provider. For Financial Instruments traded in sessions, the Forex Company has the right to cancel Pending Orders that did not work before the end of the trading session.

8.3. Any pending Order may be placed, changed or canceled by the Client during the Operating Time of this Financial Instrument, if the price indicated in the Order differs from the current Market Price by at least the Minimum Level for setting Pending Orders. The size of the Minimum installation levels of Pending Orders is set on the Server of the Forex company, you can familiarize yourself with them in the trading terminal.

8.4. The Forex company has the right to forcibly close, cancel or restore transactions to the market, revise execution prices, make changes to the financial result of Transactions, recalculate the Balance of the Client Account, change the comment of the Transaction, and also suspend all Transactions on the Client Account to conduct necessary checks in cases if:

- the financial result of the Operation does not correspond to the result of overlapping liquidity providers of the Forex Company;
- the operation was completed or performed during a technical failure;
- the operation is committed or executed at a non-market quotation;
- the Forex Company has reason to believe that the Client operates with interdependent Accounts, including those registered for various persons, to open oppositely directed transactions on the same Financial Instruments;
- other circumstances of force majeure, which made it impossible to determine the exact amount of the financial result;

These rights may also be applied by the Forex Company to other transactions that could be affected by the above circumstances.

8.5. In some cases, operations on the side of the liquidity provider may be canceled or withdrawn. In this case, the Forex Company has the right to cancel the corresponding Client Operation. Confirmation of the cancellation of the transaction will be documented and submitted to

the Client by sending a notification using available means of communication within two days after the cancellation of the transaction on the side of the liquidity provider.

8.6. For Transactions canceled or modified in accordance with these Rules, the Forex Company does not compensate for loss of income, lost profits, any indirect losses, moral damage, etc.

8.7. The procedure and cases of cancellation of the order to fix the price of the underlying asset and (or) the operation initiated by the Client:

8.7.1. Requests and orders that have not been processed or are in the queue for processing by a Forex company can be withdrawn by the Client using the Terminal. Any pending order may be cancelled by the Client at the Operational Time of this Financial Instrument.

8.7.2. The Forex company rejects the request or order if:

- there is not enough free margin on the Account to provide this position;
- market conditions are different from normal;
- the request or order was submitted outside of the Operational Time or before the first quotation was received in the Terminal;
- the request or order was submitted in violation of the rules established for this type of request or order;
- the volume of cumulative positions and (or) the total number of positions placed exceeds the limits set for this type of Account;
- there was a failure, technical, software or hardware error of the Terminal, a Forex company's Server, or on the side of liquidity providers.

In these cases, a corresponding error message will appear in the Terminal window: Not enough money, Invalid stops, Invalid price, Invalid volume, Market close, Off quotes, Trade is disabled or others described in the Terminal Help.

9. Informing the client.

9.1. The list of communication tools used by the Forex Company to receive, process and execute the orders of the clients on fixing the price of the underlying asset, as well as the procedure for storing information about such orders:

9.1.1. The Client initiates the operation (submitting an order), receives and processes the client's order to fix the price of the underlying asset is carried out automatically by the client performing the required actions in the Terminal, the entrance to which is via entering the Login and Password. Data on the Client's orders are accumulated and stored on the Server of the Forex Company, and can be provided to the Client through a request in the Terminal in the "Account History" section.

9.1.2. The fixing of the price of the underlying asset can only be performed at the current price at the time the Forex company takes action to execute the order of the Client. Date, time, execution price are fixed in the Terminal and on the Server of the Forex Company.

9.1.3. Reporting on operations initiated by the Client and resizing margin of the Client in connection with the commission of operations initiated by the client is provided to the Client around the clock on the Terminal.

9.2. In real time on the Terminal, all changes occurring on the Client's Account are reflected:

- open Positions by Instrument (opening time, Financial Instrument, type of transaction (purchase/sale), opening price size of commission and Swap, current (floating) profit or loss (when closing a position at the current rate);
- margin amount on the Account;
- free balance of margin on the Account.

9.3. In order to contact the client in order to notify of any changes made to the local regulatory legal acts of the Forex company, the conditions for transactions, the procedure for maintaining the Client area service (adding, changing, deleting sections), the operating mode, etc., Forex Company can use:

- email;
- Terminal (internal mail, "Market Overview" panel - "Specification" menu);
- telephone;
- mail;
- announcements on the website of the Forex Company.

9.4. The Forex Company uses the contact information specified in the Client's Personal Account in order to notify the Client about the actions of the Company affecting his interests, in terms of changing the conditions for maintaining and closing the Client Area and (or) its sections, open positions, changing the size of the Client's margin security, suspending the provision of services to the Client and other actions. The Client gives the agreement to the Forex Company to receive information from the Forex Company at any time. The deadline for sending information on the abovementioned issues is at least 1 working day in advance. In emergency circumstances this period may be shortened by the Forex Company.

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

- immediately after sending the information to the Terminal ("Market Overview" panel - "Specification" menu);
- immediately after placing the announcement on the official website of the Forex Company
- after the completion of the telephone conversation;
- one hour after sending to his email address;
- 3 hours after sending the information to the Terminal in the Mail area;
- after 7 calendar days from the date of mailing.

9.6. Correspondence and information sent by the Forex Company at the details specified by the Client or the posting of information on the official website of the Forex Company are appropriate written notices.

9.7. The website of the Forex Company also hosts author's analytics and market reviews from full-time analysts and partners of the Forex Company, which are not consultations and direct instructions/recommendations on performing operations or the state of the markets, tips or instructions perceived as a direct guide to action. The above analytical materials posted on the website of the Forex Company should be taken and taken into account only as the subjective opinion of certain experts who express their independent vision of the development/forecasting of certain trends in the OTC Forex market. The client can rely on them and take such forecasts into account, but the responsibility for making appropriate decisions lies entirely with the client and the Latter has no right to link their financial losses, negative results on transactions made with non-deliverable OTC Financial Instruments with analytical materials posted on the Forex Company's Website.

10. The procedure and terms of settlements between the Client and the Forex Company.

10.1. The Forex Company daily keeps track of the mutual financial obligations of the Forex Company and the Client according to the Open Positions of the Client and the funds on the Client's Account. Mutual financial obligations of the Forex Company and the Client are considered funds on the Client's 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 malfunctions, as well as other force majeure circumstances (force majeure), which made it impossible to accurately determine the amount of the current financial result (unrealized profit and loss) of the Client by Open Positions, mutual financial obligations of the Forex Company and the Client's are determined (calculated) based on the amount of money on the Client's Account and the current financial result

(unrealized profit and loss) of the Client at the time of completion before of the previous Operation Day.

10.2. The current financial result (unrealized profit or loss) for the Positions opened by the Client is calculated automatically each time the Quotes for each Open Position are changed and reflected on the Terminal in the currency of the Account.

10.3. The financial results (profit and loss) of the Client on the operations performed are reflected on the Account at the time of closing the position for each individual Instrument.

10.4. The Client must provide a Margin Level sufficient to maintain his Open Positions.

10.5. 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.

10.6. Reporting on the results of client transactions with margin is generated on the basis of the data of the internal accounting of the Forex Company and is provided to the Client through the Terminal.

11. The procedure for voluntary pre-trial settlement of disputes arising in the performance of the Agreements.

11.1. All disputes and disagreements between the Forex Company and the Client arising in connection with the execution of the Agreements are resolved through negotiations, and if agreement is not reached by this method, in a court of law in compliance with the claims procedure for resolving disputes.

11.2. The claim dispute resolution procedure is considered to be complied with if:

the form and content of the claim satisfy the requirements described in this section; The claim is directed to the legal address of the Forex Company.

11.3. All claims/complaints/appeals must be submitted in compliance with the following requirements:

- the claim must be submitted in writing;
- the following information must be indicated in the claim: last name, first name, patronymic of the Client, address for sending a response to the claim, contact number of the Client, requirements of the Client, the circumstances on which the claims are based, and evidence to support them, including a reference to the violation, according to client, clause of the Agreement, the Rules of the transaction, a list of documents and other evidence attached to the claim, other information necessary to resolve the dispute.

11.4. The claim may be sent in any written form by e-mail, or by registered letter, or using other means of communication, ensuring the fixation of its dispatch (including the use of facsimile communications), or delivered against receipt.

11.5. If the documents necessary for their consideration are not attached to the claim, they are requested from the Client indicating the deadline for submission. If the requested documents are not received by the indicated deadline, the claim is considered on the basis of the available documents. Based on the results of the review, the response is sent to the Client by e-mail, either by registered mail, or by using other means of communication.

APPENDIX 1 to the Rules for transactions with non-deliverable OTC financial instruments (is an integral part of these Rules for transactions with non-deliverable OTC financial instruments)

The procedure for using the Personal Virtual Client Area

1. This Procedure defines the conditions for using the "Client area" system on the Forex Company Website by the Client.

1.1. The Client's Personal Virtual Cabinet (Client Area) is a confidential section on the Forex Company's web server, in which the Client's identification data is stored and the Client's actions within the frames of the operations initiated by him are recorded. The Client has the opportunity to open Accounts, generate notifications for the Forex company about sending documents and funds, transfer orders for the deposit or payment of margin collateral and perform other Operations to manage their Accounts in the Client Area.

1.2. The Personal Account is located on the Forex Company's Website in a special section, which, in order to restrict access and ensure the confidentiality of information, is equipped with special cryptographic protection tools and is password protected.

1.2.1. The Client understands and agrees that access to the Client area is made using the Login and Password provided to the client during registration, and undertakes to store the Login and Password in a safe place to avoid the possibility of unauthorized access to the Client area from third parties.

1.2.2. All orders that were executed in the Client area are recognized as executed by the Client personally.

1.2.3. The Forex Company is not responsible for the losses that the client suffered due to the loss, theft or disclosure of the password.

2. Client area creation.

2.1. The client can choose a convenient way of registering in the Client area:

- through the website of the Forex Company <https://www.ftm.by/>;
- by contacting the office of the Forex Company (the address and phone numbers can be clarified on the website of the Forex Company).

2.2. When registering (creating) a Client area, the Client fills out the registration form. The login and password for access to the Client area are provided to the Client in electronic form by sending them to the email address and/or mobile (cellular) phone number specified by the Client when registering the Client area on the Forex Company's Website.

2.3. To create and get access to a Personal Account, you need to click on the Forex Company's Website "Client Area" - "Registration" or follow the direct link <https://co.ftm.by/ru/register>, fill in the registration form, select the necessary parameters of the investment account, put a mark with the acceptance of the information indicated on the registration form and click "Register". All fields on the registration form are required to be filled in. In case of an error or non-entry of information a corresponding warning will appear. Next, the form for confirming the email address and phone number will open, in the provided fields must be entered the confirmation codes that will be sent to the specified details and click "Confirm" next to each field, after which the Client will complete registration and his Client Area will open. The Login and Password for access to the Client Area are sent to the Client to the email address specified when registering the Client Area on the Forex Company's Website.

2.4. To log in to your Personal Account, you need to click on the Forex Company's Website: "Client Area" or follow the direct link <https://co.ftm.by/ru/login>, enter the Login and Password from the Personal Account.

2.4.1. In case of loss of the password from the Personal Account, the Client can use the password recovery function by clicking on the link "Forgot password?", and then enter the email address specified in the Client Area and click "Send password". An email with instructions on how to change the password will be sent to the email address.

3. Sections and subsections of the Client area on the Forex Company Website.

3.1. The list of sections and subsections of the Client area:

- Profile;
- Desktop;
- Open account;
- Deposit funds;
- Withdraw funds;
- Internal transfer;
- Portfolio;
- Platforms;
- Promotions.

The Client identification status is displayed (identified or not identified) and a quick access sidebar, which allows you to switch between the available sections of the Client Area, is presented in each section of the Client Area.

3.2. Description of sections of the Client area.

3.2.1. The Profile section contains information that the Client indicated on his own when registering on the Forex Company website: full name, date of birth, country, phone and email address, passport data, bank details, registration address, address of residence, documents confirming information specified by the Client, and the password from the Client Area in encrypted form. The client can add and change the information specified in the section:

- For the "Personal data", "Identification document data", "Residential address" poles - you need to click "Edit", enter the data in the form that appears and click "Save";

- For the "My bank details" pole - click "Add", enter the data in the form that appears, upload a file confirming that the details belong to the Client, and click "Add";

- For the "Change password" pole, you need to fill in the form and click "Save";

- For the "Upload documents" pole, you need to select the type of document to upload, click "Select File", select the required document in the window that appears, and then click "Save".

The Forex company, for its part, initiates the verification of documents for compliance with the requirements for uploaded documents (document quality, relevance, etc.) and for compliance with the information filled in by the Client. After the check is completed, the Forex company rejects the uploaded document specifying the reasons or accepts it. The Forex Company may, at its own discretion, expand (change) and complement the list of data required to be filled in by the Client in the Personal Account

3.2.2. The Desktop section (home page) contains information about open real and demo Accounts (login, balance, funds), which can be updated using the menu "Update Account Data", "Investment Ideas", "Company News", section "Change Account Password", as well as links to other sections of the Client Area, such as "Open Account", "Portfolio", "Promotions", "Deposit Funds", "Internal Transfer". The Client can view the displayed information, navigate through the requested sections, or change Accounts passwords. To change the password, select the appropriate menu, select an Account, click "Change", enter the phone confirmation code and click "Confirm".

The Forex company, on its part, uploads the information requested by the Client to the Client Area, and in case of password change, sends a new Account password to the email address specified in the Client Area.

3.2.3. The Open Account section contains forms for opening demo and real Accounts. The Client fills in the Account opening form, selects the necessary parameters (Platform, Type of Account, Currency), puts a mark with the acceptance and confirmation of the information indicated on the form and, depending on the desired Account type, clicks "Open a REAL account" or "Open a Demo account". After that, the Forex Company sends the Login and Password to the Client in electronic form to the email address specified in the Client Area.

3.2.4. The Deposit funds section serves to deposit margin on the Client's Account (s) using the posted forms. The client selects the desired investment account, the type of deposit and, depending on the selected type of deposit, fills in the required fields of the form, enters the amount, clicks "Deposit funds", after which he is redirected to the website of the payment agent (if available) and follows the instructions displayed. Depending on the selected parameters, the Forex company can display reference information about the selected Account, commissions, the amount credited to the Account and the type of deposited funds. The Forex company checks the deposited funds from payment agents and credits them to the Client's Account(s), after which this amount is displayed in the Platform and in the Client Area.

3.2.5. The Withdraw funds section is used to generate orders for the payment of margin security from the Client's account (s) using the posted forms. The client selects the necessary investment account, the type of withdrawal of funds, specifies the amount, selects the details and clicks "Send a request for withdrawal ". The Forex company displays reference information about the Account (balance, funds, free margin, margin level) and about the Client's withdrawal requests (Application number, Withdrawal Details, Amount, Time of application submission, Last update, Status). After receiving an application for the payment of margin security, the Forex company processes it and transfers funds.

3.2.6. The Internal transfer section provides the ability to transfer margin from one open account to another within the frame of one registered Client Area. To transfer funds, the Client must specify the source Account (from where the transfer is made), the final Account (where the transfer is made), the transfer amount and click "Transfer funds". The forex company processes the application and transfers margin security.

3.2.7. The Portfolio section displays summary information about all open (demo and real) Client Accounts with detailed data for each of them (including the balance and funds, the numbers of archived accounts), as well as company News and Investment Ideas are displayed. To get information about all initiated operations on the Account, the Client can click on the "Generate report" button next to the desired Account.

3.2.8. The section of the Platform contains a description of the software available for performing Operations.

3.2.9. The Promotions section contains information about current loyalty programs and promotions. The client can find out the detailed conditions by selecting the relevant offer. The Forex company displays additional information about the offers in the Personal Account or redirects to the Website of the Forex company, which contains the requested information.

4. Transactions initiated by the Client with non-deliverable over-the-counter financial instruments are executed through a Terminal, access to which is provided after entering the correct login and password from the Client's Account. There is no possibility of initiating these operations in the Client Area.

4.1. The procedure for submitting, processing and executing Client orders in the Terminal is contained in the 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.

4.2. When operations are performed, the Forex company checks the correctness of the order submitted by the Client, calculates the amount of margin security required to open a position, checks the availability of this amount on the Client's Account, and stores the following information on orders and operations in the database in the context of each Account for each Client:

- the client's Account number;
- the operation identification number;
- the client's order number;
- the type of Client's order;
- the date and time of submission and execution of the Client's order;
- the direction of the Client's order;
- the name of underlying asset and quote currency;
- number of units of the underlying asset;
- Bid/Ask prices;
- the price of execution of the order;
- Stop Loss and Take Profit prices (if specified by the Client);
- financial result of the operation;
- calculated amounts of commissions and swaps to be paid.

This information is duplicated and transmitted to the Terminal.

4.3. The Forex company executes the Client's order using information about quotes (prices) of the underlying assets, the procedure and sources of which are established by Section 6 of these Rules. For the execution of an order, the Forex Company charges fees, the types and calculation of which are set out in Section 6 of these Rules.

5. The sequence of actions of the Client and the Forex company during the execution of the operation initiated by the Client.

5.1. Initiation of transactions with non-deliverable OTC financial instruments is possible only through the Terminal.

5.1.1. The Forex Company verifies compliance with the terms of the Agreement, after which it reflects the operations initiated by the Client on his Account on the Forex Company's Server, calculates margin taking into account this operation. This amount is displayed in the Platform and Client Area.

5.1.2. Based on the results of the initiated operation with non-deliverable OTC financial instruments, the Client can receive information as follows:

5.1.2.1. In the "Desktop" section. The Client must click the "Update account data" button, as a result of which he will receive information about the current margin amount for each of his Accounts, in consideration of the initiated operation with non-deliverable over-the-counter financial instruments.

5.1.2.2. In the "Portfolio" section. The Client must click the "Generate Report" button opposite the Account of interest. As a result, he will receive data on all operations with non-deliverable over-the-counter financial instruments initiated on the Account, containing the following information: Client's Account number, Operation identification number, Client's order number, type of Client's order, date and time of execution of the Client's order, direction of the Client's order, name of the underlying asset, number of units of the underlying asset, order execution price, Stop Loss and Take Profit prices (if specified by the Client), financial result of the operation, calculated amounts of commissions and swaps to be paid.

5.2. Initiation of margin deposit operation is possible in the section "Deposit funds". The client selects the desired investment account, the type of deposit and, depending on the selected type of deposit, fills in the required fields of the form, enters the amount, clicks "Deposit funds", after

which he is redirected to the website of the payment agent (if available) and followed the instructions displayed.

5.2.1. The Forex Company checks the deposited funds from the payment agents and credits them to the Client's Account(s), after which this amount is displayed in the Platform and Personal Account. The Forex company verifies compliance with the terms of the Agreement, after which credits the deposited funds from the payment agents to the Client's Account(s). This amount is displayed in the Platform and Client Area.

5.2.2. Based on the results of the initiated margin deposit operation, the Client can receive information as follows:

5.2.2.1. In the "Desktop" section. The Client must click the "Update account data" button, as a result of which he will receive information about the current amount of margin for each of his Accounts, in consideration of the initiated margin deposit operation.

5.2.2.2. In the "Portfolio" section. The Client must click the "Generate Report" button opposite the Account of interest. As a result, he will receive data on all margin transactions initiated on the Account, containing the following information: the Client's Account number, Operation identification number, Client's order number, type of Client's order, date and time of execution of the Client's order, the amount of margin deposited in the Account currency.

5.3. Initiation of the operation to return margin is possible in the section "Withdraw funds". The client selects the desired investment Account, the type of withdrawal, specifies the amount, selects the details and clicks "Send a request for withdrawal".

5.3.1. After receiving an application for the payment of margin security, the Forex company verifies compliance with the terms of the Agreement, after which it processes the application and transfers funds to the Client's details.

5.3.2. Based on the results of the initiated operation for the return of margin security, the Client can receive information as follows:

5.3.2.1. In the "Desktop" section. The client must click the "Update account data" button, as a result of which he will receive information about the current amount of margin security for each of his accounts, in consideration of the initiated operation to return margin.

5.3.2.2. In the section "Withdraw funds". This section displays the Request Number, Withdrawal Details, Amount, a request time, Last update, Status.

5.3.2.3. In the "Portfolio" section. The Client must click the "Generate Report" button opposite the Account of interest. As a result, he will receive data on all operations initiated on the Account, containing the following information: the Client's Account number, the identification number of the Operation, the number of the Client's order, the type of the client's order, the date and time of execution of the client's order, the amount of margin security withdrawn in the Account currency.

5.4. Initiation of a margin security transfer operation between the Client's Accounts is possible in the "Internal Transfer" section. To transfer funds, the Client must specify the source Account (where the transfer is from), the final Account (where the transfer is to), the transfer amount and click "Transfer funds".

5.4.1. After receiving an application for the transfer of margin security, the Forex company verifies compliance with the terms of the Agreement, after which it processes the application and transfers the margin security.

5.4.2. Based on the results of the initiated margin security transfer operation, the Client can receive information as follows:

5.4.2.1. In the "Desktop" section. The Client must click the "Update account data" button, as a result of which he will receive the current amount of margin for each of his Accounts, in consideration of the initiated margin security transfer operation.

5.4.2.2. In the "Portfolio" section. The Client must click the "Generate Report" button opposite the Account of interest. As a result, he will receive data on margin security transfer operations initiated on the Account, containing the following information: Client's Account number, Operation identification number, Client's order number, type of Client's order, date and time of execution of the Client's order, change of margin security in the Account currency.

APPENDIX 2 to the rules for performing transactions with non-deliverable OTC financial instruments (is an integral part of these Rules for transactions with non-deliverable OTC financial instruments)

The order of operations with margin

1. General provisions.

1.1. This Procedure for transactions with margin (hereinafter referred to as the "Procedure") establishes the procedure for conducting transactions with margin for a Client in at Forex Company.

1.2. Margin operation - any operation of the Client to deposit margin amount on the Client's account, pay margin from the Client's account or transfer margin between the Client Accounts.

1.3. Orders (applications) for transactions with margin may be submitted by the Client only through the Client area.

2. Margin crediting.

2.1. Margin is credited to the Client Account and margin is paid from the Client Account using only the transfer methods that are available in the Client area. The size of the commission of the Forex Company for transactions with margin and other costs for each method of transferring funds is published in the Client area and on the Website of the Forex Company and may be periodically changed by the Forex Company.

2.2. The crediting of margin to the Client's account is possible by transferring funds to the account of the Forex Company.

2.3. The Client is obliged to check the details of the Forex Company, as well as the currently available methods of depositing the Account, in the Client area before each transfer. The client is responsible for the correctness of the payments made by him/her. When changing the bank details of the Forex Company since the publication of new details in the Client area, the Client is solely responsible for payments made with outdated details.

2.4. The Forex Company reserves the right to refuse crediting funds, received to the Forex Company's Account, with a payment purpose other than that specified in the Client Area or from a third party. In this case, the Forex Company sends the funds back to the account from which they were transferred. The Client or a third party pays all expenses related to this transfer.

2.5. The currency in which the Forex Company accepts transfers for crediting to the Client's Account is indicated in the Client's area.

2.6. The funds are credited to the Client's Account in the following terms: - In case of funding of the Client's Account by transferring funds to the Forex Company Account - no later than the end of the next business day from the date of receipt of funds to the Forex Company Account if all the data is in the payment document, required to identify the payment. The Forex Company is not responsible for the timeliness and correctness of the crediting of funds transferred by the Client at the details other than the details published in the Client area. - In case of funding of the Client's Account by transferring funds from another Client's Account ("Order for internal transfer of funds of the Client ") - no later than the end of the next Business Day from the date of receipt of the "Order for internal transfer of funds of the Client ".

2.7. If the funds sent by bank transfer did not arrive on 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 Forex

Company by filling out an application form, with the provision of documents confirming the fact of the bank transfer (payment instructions, copies of documents (swift), etc.).

2.8. Based on the request received from the Client, the Forex Company investigates to resolve the situation defined in this Procedure. The Client understands that the investigation may entail commission costs, which, if the Client agrees, are paid at the expense of the Client. The method of payment of costs is decided individually.

2.9. Depending on the results of the internal investigation, the Forex Company takes one of the following actions: If it is determined that the funds have not been transferred to the account of the Forex Company, the Forex Company completes the investigation and notifies the Client about this result. The Client has the right to contact the Paying Agent, through which the money transfer was made, for further study of the circumstances specified in this Procedure. The Forex Company is not responsible for disputes and conflicts that arose between the Client and the Paying Agent in connection with the latter transferring funds. If the Forex Company establishes the fact of the receipt of funds to its Account, the Forex Company completes the investigation and credits the funds to the Client's account.

3. Margin payment;

3.1. The Client has the right to dispose at any time concerning all or part of the margin held on the Account by sending the Forex Company an Order (application) to pay margin from the Client's Account or Order (order) for an internal transfer of the margin of the Client to another Client Account.

3.2. Payment of margin from the Client's account is made in the currency of the Client's account.

3.3. The amount of funds available for withdrawal in the Client area is calculated according to the following formula: if there are no Open Positions on the Client's Account, the amount of available funds for withdrawal = Funds; if there are open positions on the Client's Account, then the amount of available funds for withdrawal = Funds - Margin.

3.4. All Orders for the payment of margin, regardless of the method and amount of payment, are considered up to 7 (seven) business days. In exceptional cases (suspicion of the dubious nature of the operation with margin support, at the time of eliminating technical failures, non-market quotes, etc.) the forex company reserves the right to extend this period.

3.5. The Forex Company reserves the right to introduce restrictions on the minimum and maximum amounts of funds transfer, differentiated depending on the direction of the transfer, method and currency of transfer. Information about such restrictions is posted on the website of the Forex Company.

3.6. Forex Company reserves the right to introduce restrictions on the maximum number of applications for the payment of margin and applications for internal transfer of funds created in the Client area during the day. These restrictions are published in the Client area and may be periodically changed by the Forex Company.

3.7. The Client understands and agrees that all commission and other costs associated with the implementation of the method of debiting selected by him may be paid at the expense of the Client. The Forex Company is not responsible for the term of the transfer of funds to the Client by the Payment Agents when executing the payment instructions of the Forex Company.

3.8. If the Forex Company Account receives a refund of funds previously transferred to the Client based on the Margin Payment Order, then the amount of the refund received to the Forex Company Account is credited to the Client's Account, while the associated commission and other costs are paid by the Client by deductions from the amount of credited refund.

3.9. If the funds sent to The client's details for executing the client's withdrawal order have not been received by the client within 7 (seven) business days from the date of execution of the client's order for payment of margin by the Forex Company, the client has the right to contact the Forex Company to investigate the transfer.

The client understands that the investigation may entail commission costs, which, if the client agrees, are paid at the expense of the client. The method of payment of costs is decided individually.

4. Doubtful operations with margin.

4.1. A transaction with margin may be considered questionable by a Forex Company in the following cases:

- abuse of funds transfers without using the direct services of the Forex Company (without performing
- Operations on the client's account);
- the unusual nature of operations that do not have an obvious economic sense or an obvious legitimate aim;
- circumstances that give reason to believe that the Operations are carried out to legalize proceeds from crime,
- to finance terrorism and to finance the proliferation of weapons of mass destruction;
- failure by the client to provide information for his identification and documents to confirm the information, as
- well as the provision of false information;
- the inability to communicate with the client at the telephone number and email address specified by him during
- registration;
- failure by the client to provide information to identify the beneficiary, that is, the person to whose benefit the client acts (in particular, based on an agency agreement, commission agreements, commissions, trust management, etc.) when conducting operations with margin;
- providing fake or invalid documents.

4.2. A transaction with margin may be deemed doubtful by the Forex Company based on an analysis of the nature of the transaction, its components, related circumstances and interaction with the client or his representative.

4.3. The company reserves the right to investigate the nature of doubtful transactions with margin, as a result of which it is necessary to suspend such operations until the reasons for their occurrence and the end of the investigation are clarified.

4.4. During the investigation, the Forex Company has the right to request from the client documents proving the identity of the client, payment documents, as well as other documents confirming the legal possession and legal origin of the funds received to replenish the client's account.

4.5. In case of detection of doubtful operations with margin, as well as in case of violation by the client of local regulatory legal acts of the Forex Company, the Forex Company has the right:

- refuse to the client in their implementation by rejecting the relevant application;
- limit the deposit or payment of margin on the client's account in any way at the discretion of the Forex Company;
- make a return of margin amount previously credited to client accounts to the same external client account from which the client account was funded;
- deduct from the client's account the commissions refunded to him, credited for the client's operations;
- terminate the Agreement with the Client.

4.6. Refusal to conduct doubtful operations with margin, as well as the termination of the Agreement with the Client in case of revealing doubtful operations with margin is not grounds for civil liability of the Forex Company for violation of the terms of the Agreement concluded with the Client.