## 1. Subject of the Agreement

1.1. This Agreement sets forth the terms and conditions of the Company's services provision. The Company provides the following services to the Customer: performing operations in financial markets, performing transactions with financial tools either presenting or not presenting on the organized market. This Agreement also sets forth the order of payments between the Parties, in connection with the aforementioned services provision. Accepting this Agreement the Client guarantees the following:

1.1.1. In case the Client is a private person, he/she is a legal person of age. In case the Client is a legal entity, the entity is capable and no one except the Client has any rights of demand or obligation in respect to the transactions performed in the Client's trading account.

1.1.2. All the transactions on the Client's trading account are performed in compliance with this Agreement

1.1.3. In case of any personal data change or modification, the Client is obliged to inform the Company of such changes. The notification must be an email containing the Client's first and last name, account number(s), phone password. The notification must be signed, scanned and sent to **support@fbs.com** from the email the Client submitted during his/her account registration.

- In case the Client is a private person he submits the registration form personally.
- If legal entity, the form is submitted by the person in charge.

## 2. Company's services

2.1. The term "Company's services" refers to any interactive services or software provided by the Company, which allow the Client to:

2.1.1. Connect the Company or authorized third Party, receive information and/or quotes from the Company or authorized third party;

2.1.2. Perform transactions on financial markets through the Company by means of Metatrader 4.0 software, including electronic data transmission between the Client's PC (or any similar device) connected to the Internet and the Company's authorized network;

2.2. Accepting this Agreement the Client confirms he/she has read the communication rules and agrees that he/she is only able to perform orders by means of trading terminal and the Company's live chat only.

2.3. Company's services include Metatrader 4 software pack, technical analysis means and any third parties' services offered along with the Company's services.

2.4. The Client confirms that the Company may modify, add, rename or leave unmodified the Company's services offered in compliance with this Agreement without prior notification. The Client also confirms that the Agreement is applied to the services which may be modified, added or renamed in future in addition to the services provided by the Company at present.

2.5. As far as trading operations are concerned the Company only provides execution, not providing any asset management or recommendations.

2.6. The Company is not liable to (unless set forth in this Agreement):

2.6.1. Track any Client's trading operation status and inform the Client about it;

2.6.2. Close any Client's open position;

2.6.3. Attempt to execute any Client's order by different quotes than the quotes offered in Metatrader 4 trading platform

2.7. Company's services do not include providing recommendations or information capable of engaging the Client to perform any transactions. In exceptional cases the Company reserves a right to provide information, recommendations or advice to the Client, however, in these cases the Company will not be responsible for any consequences of such recommendations and advices. Despite the Company reserves a right to close or decline any Client's position, all the trading operations performed by the Client as a result of imprecise information and/or mistake still remain in force and are mandatory for both the Client and the Company.

2.8. The Company is not a tax agent and acts under the legislation of the Belize. The Parties comply with their tax and/or any other obligations independently and on their own.

2.9. The Company reserves a right to decline the Client and offer him/her to withdraw the deposit in case his/her activity or interaction with the Company is deemed inappropriate and/or incorrect.

2.10. No actual supply of the currency or base asset of a CFD is made within a trading operation. All the profits and losses are deposited/deducted from the Client's trading account balance immediately after the position closure.

## 3. Orders and requests

3.1. The complete official information regarding the current trading conditions is located at **www.fbs.com** in **"Trading Conditions"** section. The Company reserves a right to change the trading conditions with a prior notification as mentioned in p 7.3.

3.2. **Client's orders and requests**

3.2.1. During trading operations the following execution methods are applied:

3.2.2. "Market execution" method – for Futures and Stock CFDs;

3.2.3. "Market execution" method – for FOREX market trading tools

3.2.4. Any Client's order given by means of Metatrader 4 trading terminal generally goes through the following steps:

a) The Client submits an electronic order;

b) The client terminal sends the order or request to the server;

c) Provided there is a stable connectivity between the client terminal and the server, the order is received by the server and verified;

d) In case the order is valid, it is put into the queue. In this case "Please wait... Order is begin processed by the server" message is displayed in the "Order" window of the client terminal;

e) The server returns the order processing results to the client terminal;

f) Provided there is a stable connectivity between the client terminal and the server, the terminal receives the order or request processing results.

3.2.5. The Client can cancel a sent order only while it is in queue with "Order is accepted" status. In this case the Client should press "Cancel order" button. Due to the specifics of Metatrader 4 platform order cancellation in this case cannot be guaranteed.

3.2.6. In case the order has reached the dealer and has "Order is in process" status, such order cannot be cancelled.

3.2.7. The time of the order processing depends on the connection between the client terminal and the Company's server, as well as on the current market conditions. During regular market hours the order processing time usually is 1 to 5 seconds. In irregular market conditions, the processing time can last longer.

3.2.8. In case the current quote of the financial instrument changes at the moment when the Company is processing the Client's request, the Company reserves the right to use the new price (Bid/Ask). In a such case, the Client's request will be processed at the new price.

3.2.9. A Client's request is declined in the following cases:

a) During market opening when the order is sent before the first quote is received by the trading platform;

b) In irregular market conditions;

c) In case the Client doesn't have sufficient margin. In this case "No quote" or "Not enough money" message is displayed by the trading platform;

d) In case the Client uses an electronic advisor performing over 30 requests per minute the Company reserves a right to ban such EAs.

e) Due to the maximum order volume limit and/or the maximum number of open and pending orders limit for the given account type being exceeded.

3.2.10. The general means of sending orders and requests is the trading terminal. Orders and requests can also be sent by phone or live chat.

3.2.11. In exceptional cases the use of the same IP address by different Clients can be a basis to consider all the orders on all the accounts, performed form this IP address, as those performed by the same Client.

3.2.12. Orders opened or closed by off-market quotes can be cancelled:

a) In case the order was opened by an off-market quote

b) In case the order was closed by an off-market quote

3.2.13. The Company doesn't allow the usage of arbitrage strategies on connected markets (e.g. currency futures and spot currencies). In case the Client uses arbitrage in either clear or hidden way, the Company reserves a right to cancel such orders.

3.2.14. The Company reserves a right to cancel Client's orders in case they do not comply with this Agreement

3.2.15. In case of using a swap-free account to perform arbitrage orders the Company reserves a right to change the account status back to regular and deposit/charge swaps for the whole period with prior written notification.

3.3. **Trading operations**

3.3.1. A buy order is opened by Ask price. A sell order is opened by Bid price.

3.3.2. A buy order is closed by Bid price. A sell order is closed by Ask price.

3.3.3. Position rollover. Swap addition/deduction to open orders is carried out from 23:59:00 to 00:10:00, trading platform time. So the swap will be added/deducted to all orders which were open during the period from 23:59:00 to 00:00:00, trading platform time.

3.3.4. CFD position rollover. In case of trading those CFD contracts that have limited period of trading (expiration date), all orders executed on one contract will be automatically rolled over to the next contract. As such, all opened positions will be subject to commission charge for their roll over to the next contract, which is equal to the reserve difference of profit, appeared as a result of rollover.

3.3.5. In regular market conditions a Dealer keeps the spread within the range stated in the contract specifications.

3.3.6. Spread can be increased:

- For all Company Clients without prior notification in the event the conditions come, different from the regular ones;
- For all Clients with obligatory prior update of contracts specification changes at the Company website;
- For all Clients without prior notification in the event of force majeure circumstances;
- For any request exceeding regular market volume for the tool stated in the contract specification.

3.3.7. Spread on trading accounts can be widened before, in time and after economic, political and other news release, during the Gap, at the time of Market opening (on Monday) as well as at the time of low market liquidity and when a market situation is conditional on high spreads.

3.4. **Open an order.**

3.4.1. The obligatory parameters for submitting an order are:

- Name of the tool;
- Trade volume;
- Order type

3.4.2. To open an order by means of the client terminal without using an expert advisor, the Client should press the button "Buy" or "Sell" at the moment, when Company's quotes satisfy him/her.

3.4.3. To open an order by means of the client terminal using an expert advisor, an order should be generated to perform trade at a current quote.

3.4.4. Order processing for open orders

a) At the moment when a Client's order to open the position comes to the server, an automatic check of the trading account for free margin for the open order is carried out. In the event that the necessary margin is present, the order is opened. If the margin is not sufficient, the order is not opened, and a notice about absence of funds is created on the server.

b) In case of the "Market execution" trading tool type, a quote for opening an order may differ from the

requested one.

c) The note about the open order appearing on log-file of the server declares that the Client's request has been processed and the order has been opened. Each open order on the trading platform receives a ticker.

d) An order to open a position submitted for processing before first quote appears on the trading platform at market opening, will be declined. In this event in the client terminal window a message will appear "No quote/trading is forbidden". In the event of the Dealer processing by mistake a Client request to open an order at the price of the previous day closing, the Company is liable to cancel such an order. In such a case the Company contacts the Client and informs about it.

3.5. **Close an order**

3.5.1. To close an order by means of the client terminal without using an expert advisor, the Client should press the button "Close" in the moment, when Company quotes satisfy him/her.

3.5.2. To close an order by means of the client terminal using an expert advisor, an order shall be generated to close the order at a current quote.

3.5.3. The following orders "Stop Loss" and/or "Take Profit" may be used for closing an order.

3.5.4. Processing orders to close a position

a) If in the list of open orders on a trading account there are two or more locked positions, then while generating a request or an order to close any of those, an option "Close by" appears in the dropdown "Type" list. After choosing it, one or several open positions of the reverse direction appear. After marking the needed position from the list, a button "Close#...by#..." is activated. By pressing it the Client closes locked positions of equal volumes or partly closes two locked positions of different volumes. In such a case a smaller position and a symmetric part of a bigger one close, and a new position in the direction of a bigger between the two stays open, thus receiving a new ticker.

b) If in the list of open orders on a trading account there are two or more locked positions, then while generating a request or an order to close any of those, an option "Multiple Close by" appears in the dropdown "Type" list. After choosing it, a list of all positions for the given tool appears and a button "Multiple Close By for…" is activated. By pressing this button the Client closes all locked positions for the tool. In such a case a new position(s) stays open in the direction of a bigger total volume, which receives a new ticker. Important: functions "Close By" and "Multiple Close By" do not operate for the tools with floating stock spread.

c) When the note about closing a position appears in the log-file, this means that the Client's order to close a position has been processed.

d) If an order to close a position has been submitted for processing before a first quote appeared at the trading platform at market opening, such an order shall be declined by the Dealer. In the client terminal window a message "No price" will appear. The Company is entitled to cancel trade when the Dealer processed the Client's order to close a position at a quote of a previous day closing by mistake. In such a case the Company contacts the Client and informs about it.

e) If a "Market execution" type is used for a trading tool, quote for closing an order may differ from the requested one.

3.6. **Mandatory position closure.**

3.6.1. If Margin level is lower than 40% on the Client account, margin call occurs. The Company is entitled but not liable to close Client positions. Decision to close positions is made by the server.

3.6.2. The Company is entitled to mandatory closing of Client open positions without prior notification of the latter one, if a Margin level is lower than 20% of the necessary margin for maintaining open positions.

3.6.3. The current account balance is controlled by the server, which in the event of execution of P. 3.6.2. of the present Agreement generates an order to stop out. Stop out is executed at a current market quote on a first-come basis with Client orders. Mandatory position closure is noted in the log-file of the server with a notice "stop out".

3.6.4. In the event of executing conditions of P. 2.6.2. of the present Agreement shall the Client have several open positions, the first position closed is the one with biggest floating loss.

3.6.5. When after a mandatory position closure the Client account has a negative balance, compensation is added to the account, which sets the account to zero. However in special cases (when the Company considers

Client's actions as intentional) the Company reserves the right to claim a debt payment from the Client.

3.6.6. In case the Company has reasons to believe that a Client operates two or more accounts under different registration data (e.g. opening opposite orders on the same trading instrument that are left open over the weekend or during the period between trading sessions), FBS reserves the right to deduct the losses exceeding the balance of one account from the funds of another account belonging to a Client.

3.6.7. In case Balance fixed occurs on a client's account, the amount of funds compensated by the company will be deducted from the total sum of the Cashback commission to be paid for the current day.

3.7. **Leverage change**

3.7.1. For the Company's Client leverage change is possible only once in 24 hours. For security reasons of trade operations performed by the Client, it is impossible to change leverage if the account is in the trade mode (there are open orders).

3.7.2. The Company is entitled to change leverage on the Client account any time without prior notification, based on the leverage limit depending on the sum of equity according to Table 1 and with prior notification according to P. 7.3.

3.7.3. The Company is entitled to apply P. 3.7.2. to already opened positions as well as to reopened positions.

| Leverage | Limitations up to | |
|---|---|---|
| **1:3000** | $200 (US dollars) | €200 (euro) |
| **1:2000** | $2000 (US dollars) | €2000 (euro) |
| **1:1000** | $5000 (US dollars) | 5000 € (euro) |
| **1:500** | $30000 (US dollars) | 30000 € (euro) |
| **1:200** | $150000 (US dollars) | 150000 € (euro) |
| **1:100** | No limitations | No limitations |
| **1:50** | No limitations | No limitations |

3.7.4. In order to minimize Client's risks at the time of market opening on Monday, in case a Client kept open orders during the weekend, the Company reserves the right to lower the leverage and change margin requirements several-fold.

3.7.5. Maximum leverage for gold and silver trading at any trading account is set at 1:100.

## 4. Order description

4.1. Order types in the trading platform FBS Trader.

4.1.1. The following order types to open a position (pending orders) may be located in the trading platform FBS Trader:

a) "Buy Stop" – expects to open a position to buy at a higher quote than the current one at the moment of an order placement;

b) "Sell Stop" – expects t open a position to sell at a lower quote than the current one at the moment of an order placement;

c) "Buy Limit" – expects to open a position to buy at a higher quote than the current one at the moment of order placement;

d) "Sell Limit" – expects to open a position to sell at a higher quote then the current one at the moment of an order placement. The following orders may be used to close a position:

e) "Stop Loss" – expects to close a previously opened position at a quote less profitable for the Client, than the current quote at the moment of an order placement;

f) "Take Profit" – expects to close a previously opened position at a quote more profitable for the Client

than the current quote at the moment of an order placement;

4.2. **Time of placement and validity period of orders**

4.2.1. Placement, modification and removal of orders by the Client shall be performed only during the period when trading according with the following tool is allowed. Trading hours for each tool are stated in the tool specifications.

4.2.2. Shall irregular market situations occur, the trading with a certain tool may be stopped mandatory, till the causes of the closing are removed.

4.2.3. All pending orders as well as orders “Stop Loss” and “Take Profit” for financial tools have the GTS Status (“Good Till Cancelled”) and are accepted for the indefinite periods. The Client is entitled to set the date and expiration date order validity him/herself, filling the date and time in the fields “Expiry”.

4.3. **Order placement regulations.**

4.3.1. At the moment when the Client submits an order to place the pending orders the following parameters are to be determined:

a) Name of the tool;

b) Volume;

c) Order type (Buy Stop, Buy Limit, Sell Stop, Sell Limit);

d) Order level.

4.3.2. Additionally to the parameters determined in the Client order, optional parameters may be stated in the Order, such as the following:

a) Stop Loss level of a pending order. 0.0000 value means that Stop Loss is not placed (or deleted if it had been submitted earlier).

b) Take Profit level of a pending order. 0.0000 value means that Take Profit is not placed (or deleted if it had been submitted earlier).

c) Date and time of a pending order validity.

4.3.3. The trading server may decline an order in the following cases:

a) If the value of one or several required parameters is missing or wrong;

b) In such a case if a pending order is placed by means of the client terminal without using an expert advisor, an error message will appear: “Invalid S/L or T/P”.

4.3.4. When the Client submits an order to place “Stop Loss” and “Take Profit” for open positions the following parameters are to be determined:

a) Ticker of the open position for which the orders are placed;

b) “Stop Loss” order level. 0.0000 value means that “Stop Loss” is not placed (or deleted if it has been placed earlier).

c) “Take Profit” order level. 0.0000 value means that “Take Profit” is not placed (or deleted if it has been placed earlier).

4.3.5. Orders of all types shall not be placed closer than a stated number of points to the current market quote. The minimum distance in points from the level of a placed order to the current quote (pending order level) for each tool is stated in tool specifications at the Company website.

4.3.6. Requests for order closure or modification, in case the current quote is closer to the S/L or T/P levels of this order than to the “Stop levels” value, will be declined with the commentary as follows: “Modification disabled. The order is too close to the market” or “No quote”.

4.3.7. Requests to set, modify or delete a pending order, in case the current quote is closer to the S/L or T/P price of this order than to the “Stop levels” value, will be declined with the commentary as follows: “Invalid S/L or T/P” or “No quote”.

4.3.8. When a note about an order placement appears in the server log-file, it means that the Client order has been processed and the order is placed.

4.3.9. Every pending order receives a ticker.

4.3.10. If an order for placement is received for processing before a first quote appears in the trading platform, it will be declined by a trading server. The window “No price/Trading is forbidden” will appear in the client terminal.

4.4. **Orders modification and deletion.**

4.4.1. When the Client submits an order to modify parameters of pending orders (level of a pending order, Stop Loss and Take Profit for this pending order) the following parameters are to be defined:

a) Ticker;

b) Order level;

c) Stop Loss order level. 0.0000 value means that Stop Loss is not places (or deleted if it has been placed earlier);

A trading server is entitled to cancel an order if a wrong value of one or several parameters has been given. In such a case a button “Modify” is not activated.

4.4.2. When the Client submits an order to modify Stop Loss and Take Profit orders for the open position, the following parameters are to be defined:

a) Ticker for an open position;

b) Stop Loss order level. 0.0000 value means that Stop Loss is not placed (or deleted if it has been placed earlier;

c) Take Profit order level. 0.0000 value means that Take Profit is not placed (or deleted if it has been placed earlier);

4.4.3. When the Client submits an order to delete a pending order, he/she shall state the ticker of a deleting order.

4.4.4. When a note about modifying or deleting an order appears in the server log-file, the Client order to modify or delete an order is considered processed, and an order is considered to be modified or deleted.

4.4.5. A trading server may decline a modification or deletion order if it has been submitted for processing before a first quote in the trading platform at market opening appeared. If a Dealer by mistake processes a Client order, order modification or deletion may be cancelled. The Client will receive a notification about it via internal email of a trading terminal.

4.5. **Order execution**

4.5.1. An order is executed in the following cases:

a) Orders Sell Stop – at the moment, when Bid price in the quote flow is equal or smaller than an order level;

b) Buy Stop order – at the moment, when Ask price in the quote flow is equal or bigger than an order level;

c) Sell Limit order – at the moment, when Bid price in the quote flow is equal or bigger than an order level;

d) Buy Limit order – at the moment, when Ask price in the quote flow is equal or smaller than an order level;

e) Take Profit order – for an open buying position, when Bid price in the quote flow is equal or bigger than an order level;

f) Stop Loss order – for an open buying position, when Bid price in the quote flow is equal or smaller than an order level;

g) Take Profit order – for an open selling position, when Ask price in the quote flow is equal or smaller than an order level;

h) Stop Loss order – for an open selling position, when Ask price in the quote flow is equal or bigger than an order level.

4.5.2. In the cases of price gaps order execution is determined by the following rules:

a) If "Take Profit" level of a pending order is in the price gap during order opening, once the order is opened Take Profit settings will be annulled. In such a case a note is added to the comments: (tp cancelled/gap);

b) “Take Profit” order with a level in the price gap is executed at the stated in the order quote;

c) “Stop Loss” order with a level in the price gap is executed at the first quote after a price gap. In such a case a note is added to the comments (sl/gap);

d) “Buy Stop” and “Sell Stop” pending orders are executed at the first quote after the price gap. In such a case a note is added to the comments (started/gap);

e) “Buy Limit” and “Sell Limit” pending orders are executed at the stated in them quotes. In such cases a note is added to the comments (started/gap);

f) in case a price gap is over 300 pips and profit is recorded on it, the Company reserves the right to limit profit for such an order by 300 pips.

In certain cases with small price gaps orders may be executed in the standard mode at the stated in them quotes.

4.5.3. a) In regular market conditions the order is executed by the Company at the price specified in the order.

b) If the order is executed in irregular market conditions, the order execution price may differ from the one specified in the order, either in favour of the Client or not.

4.5.4. In the case the Client account simultaneously has:

a) Margin level of 140% or less;

b) 60% of volume of total position is placed at the one trade tool and has one direction (sell or buy);

c) This part of the total position has been formed within 24 hours period before the market closes;

d) The Company is entitled to set "Take Profit" for orders, included in the total position at the Ask price level of market closing for the tool minus one point (for sell orders) or at the bid price level of the market closing for the tool plus one point (for buy orders).

f) in case a price gap is over 300 pips and profit is recorded on it, the Company reserves the right to limit profit for such an order by 300 pips.

## 5. Deposit/withdrawal of funds

**5.1. Funds deposit to the Client trading account**

5.1.1. A Client can deposit his/her account by means of the payment systems available in the Personal Area;

5.1.2. If it is impossible to execute a deposit automatically, the request will be carried out by the Company's financial department within 2 working days after it is created.

**5.2. Withdrawal of funds from the Client's trading account**

5.2.1. The Client can withdraw funds from his/her account only to those payment systems which have been used in P. 5.1.1.

5.2.2. In the cases when deposit of the account was executed via various methods, withdrawal is executed via the same methods in the ratio according to the deposited sums;

5.2.3. In exceptional cases (such as force majeure circumstances, termination of payment system operation, etc) the Company is entitled to decline a Client's funds withdrawal in this payment system. Depending on circumstances such cases are considered case by case.

5.2.4. According to the internal regulations of the Company's financial service, withdrawal request is processed within 2 working days.

5.2.5. To provide the Client with a financial security in exceptional cases the Company serves the right to withdraw Client funds only to his/her bank account;

5.2.6. If an account has been deposited via a debit or a credit card at least one time, a withdrawal from the account may be executed to a Client's personal bank account only. An internal transfer service for the account deposited via a debit or a credit card at least one time is dimmed.

5.2.7. If an account was funded via debit or credit card, a card copy is required to process a withdrawal. The copy must contain the first 6 digits and the last 4 digits of the card number, cardholder's name, expiry date and cardholder's signature.

5.2.8. If an account has been deposited by a debit or a credit card and a withdrawal request is submitted within 60 days from the date of the deposit, the funds will be credited back to the card. Up to 100% of the initial deposit can be withdrawn to the card. The amount exceeding the initial deposit may be withdrawn in full or partially via a bank wire.

**5.3. Internal transfer:**

5.3.1. Internal transfers are not automatic;

5.3.2. Transfer between third parties is not possible;

**5.4. Financial security.**

5.4.1. To provide financial security the Company is entitled to request from the Client a confirmation of the verification of personal data submitted at the registration of a trading account. For this purpose the Company may at any moment ask the Client to submit a copy of a passport or other equivalent document, certified by a

notary (at Company's discretion).

5.4.2. The Company is entitled to prohibit to deposit or withdraw funds to the third parties.

## 6. Commission and other costs

6.1. The Client shall pay to the Company commissions and other costs in the amounts stated in the Contract specifications. The Company publishes the size of all the current commissions and other costs at their website.

6.2. The Company is entitled to change the size of commissions and other costs without prior notification of the Client. All changes are published at the Company website in the section "Company news" and/or in contact specifications.

6.3. Provided that all the applicable Company rules and provisions are followed, the Company is not liable to disclose to the Client any reports regarding profits, commissions and other fees received by the Company on the Client's trade, with the exception of the cases specially mentioned in the present Agreement.

6.4. **Swap-free accounts are provided on the following terms:**

6.4.1. Swap-free accounts are available for Muslims only.

6.4.2. For long-term strategies (the deal which is open more than 2 days), the Company charges a fixed fee for the total number of days during which the order was opened, the fee is fixed and determined as the value of 1 point of the transaction in US dollars, multiplied by the size of the currency pair swap point of the deal. This fee is not an interest and depends on whether the deal is open to buy or sell.

6.4.3. Opening Swap-free account with FBS, the Client warrants that he or she is a Muslim, and also agrees that the Company may debit the fee from his or her trading account at any time according to the p. 6.4.2, having notified the customer via email.

## 7. Communication between the Client and the Company.

7.1. **The Company uses the following communication means to contact the Client:**

a) Internal emails of the trading platform at their sole discretion (From the Company to the Client);

b) Corporate chat, realized through a Personal Area;

c) Telephone;

d) Post;

e) Announcements in the related sections of the Company website;

f) Corporate chat;

g) To contact the Client the Company shall use the Client references, stated while opening the account or changed in accordance to the present Regulations.

7.2. **To be able to react promptly to the Client's needs the Company sets priorities in answering Clients in the following way:** communication means via which the Client can perform trades: online chat (from a Personal Area) are served first, then questions from the forum and email are processed.

7.3. **Correspondence (documentation, announcements, notifications, confirmations, reports, etc.) is considered to be accepted by the Client:**

a) An hour after sending it to their email;

b) Immediately after sending it by internal email of the trading platform;

c) Immediately after finishing a conversation by phone;

d) After 7 days since sending it via post;

e) An hour after placing it at the Company website.

7.4. To provide confidentiality of all trading operations, performed by the Client, access to a trader Personal Area and trading terminal are secured via passwords. The Client is solely liable for keeping his/her logins and passwords.

7.5. For the purpose of providing security for all Client trading operations, **telephone conversations with the Company** are recorded on magnetic or electronic media. Such records are proprietary to the Company and serve

as evidence of orders submitted by the Client.

## 8. Procedure of consideration and settlement of disputes and claims.

8.1. Procedure of consideration and settlement of disputes and claims for orders.

8.1.1. Should a dispute situation arise, the Client is entitled to make a claim against the Company. Claims are accepted within 2 working days since the moment the grounds for a claim appeared.

8.1.2. The claim should contain information stated in P. 8.1.6. and be sent to Quality control department through the feedback form, located at the Company website in the section “Claims and disputes for orders”. All other claims submitted otherwise shall not be considered.

8.1.3. The Company considers a Client claim in the time period of 10 working days. The Client shall hold negotiations and give answers to all Company requests with good faith.

8.1.4. A Claim consideration is suspended till the Client gives answers to all Company requests.

8.1.5. A Claim will be rejected in case the Client shall not answer to any of Company requests within 5 days from the day they were received.

8.1.6. A Client claim shall contain:

a) Full name;

b) Account number;

c) Date and time when a dispute situation occurred;

d) Ticker of the arguable order;

e) Claim description.

8.1.7. The Company is entitled to reject a claim provided it does not comply with P. 8.1.2., 8.1.6.

8.2. **Procedure of consideration of claims against service quality.**

8.2.1. Shall the Client have claims against service quality, he/she is entitled to inform Quality control department about that using a feedback form, located at the website. In the address menu choose a section “Claims against service quality”. All claims sent to this address are considered in detail by Quality control department specialists.

8.2.2. Time period for considering a claim against service quality is 10 working days. According to the results of the examination a letter notifying about the results of examination shall be sent to the Client contacts in Personal Area which were stated while opening the account.

8.2.3. A Client claim shall contain:

a) Full name;

b) Account number;

c) Date and time when a dispute situation occurred;

d) Name of a service support department who the Client was talking to;

e) Communication method (telephone, Life Chat via a Personal Area, corporate chat at the Company website, other communication methods);

f) Situation description and the essence of a claim.

8.3. **Source of information to prove validity of claim**

8.3.1. Server log-file is the main source of information while considering dispute situations. Information on the server log-file has absolute priority over other arguments while considering a dispute situation, including information at the client terminal log-file.

8.3.2. Shall the server log-file not contain the corresponding note proving Client intentions; it is a basis to hold a claim invalid.

8.4. **Compensation payment**

8.4.1. Shall the claim be found proven; settlement is executed only in the form of compensation payment added to the Client trade account.

8.4.2. Compensation shall not compensate the profit not received by the Client in the event that the Client had an intention to perform some action but has not performed it for some reason.

8.4.3. The Company shall not compensate non-pecuniary damage to the Client.

8.4.4. The Company adds a compensation payment to the Client trading account within one working day since the moment of making a positive decision on the dispute situation.

8.5. **Cases of rejection to consider a claim**

8.5.1. Claims against not processed orders submitted during server scheduled maintenance are not accepted, provided a notification about such maintenance has been sent to the Client via internal email of the trading platform or via any other means according to P. 7.1. of the present Agreement. Non-receipt of such a notification is not a ground for making a claim.

8.5.2. Claims against time period of order execution are not accepted regardless of time a Dealer needed to execute an order, and regardless of time when a notice about an order execution appeared in the server log-file.

8.5.3. Dispute situations not stated in the present Agreement are considered by the Company according to the universal best practice.

8.6. Shall the order of the Client be open, closed or changed due to the off-market quote, the Company serves the right to return the order status before spike.

## 9. Risks

The Client confirms that they are notified about risks related to performing trade operations at the world financial markets, including the following:

**Leverage risk**

9.1.1. While performing trade on the conditions of “Margin trading” a relatively small change of rate may strongly influence the Client trading account balance due to the leverage effect. In the event of a market movement against the Client position, he/she can bear loss in the amount of the initial deposit and any other additional funds deposited to support open orders. The Client is fully liable for consideration of all risks, use of financial tools and a choice of the relevant trading strategy.

9.1.2. It is recommended to maintain Margin level at 100% and higher, as well as always submit Stop Loss orders to eliminate possible losses.

9.2. **Risk of financial tool volatility**

9.2.1. A wide range of tools has great change of rates during the day that implies high probability of receiving profits as well as bearing losses for trading.

9.3. **Technical risks**

9.3.1. The Client accepts risks of financial losses due to a failure of information, communication, electrical and other systems from the Client side.

9.3.2. During trading by means of the client terminal the Client accepts the risks of financial losses, which might occur due to:

a) A failure in the hardware, software, and bad quality of connection from the Client side;

b) A malfunctioning of the Client equipment;

c) Wrong settings of the client terminal;

d) Not timely update of the client terminal version;

e) A lack of the Client knowledge about the instructions, described in the support installed in the Terminal.

9.4. **Risk of irregular market conditions**

The Client accepts that in market conditions different from regular, time of processing Client orders may increase, spread may be widened, and also a execution quote may differ from quotes in the flow.

9.5. **Risk of technical peculiarities of the trading platform**

9.5.1. The Client accepts that in the queue of orders on the server there can be only one order. A try to submit any new order will be rejected and in the order window a notice will appear “Order is locked”.

9.5.2. The Client accepts that the only authoritative source of information about the quote flow is the main server serving Clients, performing trades at the real accounts. Quote databases at the the client terminal shall not serve as an authoritative source of information about the quote flow, as in the event of an unstable connection between the client terminal and the server a part of quotes from the quote flow may not reach the client terminal.

9.5.3. The current rates for the underlying assets are those calculated by the Company on the basis of the quotes received by the Company. All issues regarding the market prices determination lie within the sole cognizance of the Company.

9.5.4. The Client unconditionally accepts the quotes provided by the Company to its Clients as exclusively correct; no claims about the quotes provided by the Company being different from the quotes of other sources can be accepted for consideration.

9.5.5. The Company reserves the right to reconsider the provided quotes for any time period if, according to the Company, such quotes fall within the definition of an "Off-market quote", and/or "Irregular market conditions", and/or an "Obvious error" defined in the present Agreement and/or in the "Terms and definitions" section, and revise the financial results of the trading operations executed at such quotes.

9.5.6. In case of an unscheduled halt of the quotes flow on the trading server caused by a hardware or software failure, the Company reserves the right to synchronize the quotes database on the server with other sources in order to reestablish the continuity of the quotes flow history. In such cases, the Company is entitled, but not obliged, to revise the financial results of the Client's trading operations executed within this time period.

9.5.7. The Client accepts that closing a window of submitting/modifying/removing an order as well as the window of opening/closing an order does not cancel the order which has already been submitted to the Dealer for processing.

9.5.8. The Client accepts the risk of performing unplanned trading operations in the event of submitting an order second time before receiving information about the results of a previous order processing by Dealer.

9.5.9. The Client accepts that an order for simultaneous modification of the level of a pending order and levels Stop Loss and/or Take Profit, submitted for processing after the order has been executed, will be modified only in the part of modifying levels Stop Loss and/or Take Profit orders of the open for this order position.

9.5.10. The Client accepts that in the event of submitting a pending order or Stop Loss and/or Take Profit orders for the level, equal to the current quote in the quote flow, an order will be executed only in the event when a new tick towards an order actuation will occur, provided the conditions in P. 4.5 are satisfied.

9.6. **Risk of communication failure**

9.6.1. The Client accepts the risk of any financial losses caused by the fact that he/she did not receive or received with delay any message from the Company.

9.6.2. The Client acknowledges that non-encrypted information sent via e-mail is not protected from unauthorized access.

9.6.3. The Client agrees that the Company has the right to delete messages received by the Client through an internal mail of the client terminal within three calendar days since the moment of the message sending.

9.6.4. The Client is fully liable for keeping confidential information received from the Company and accepts risks of any financial losses caused by unauthorized access of third parties to the trading account.

9.7. **Risk of force majeure circumstances**

9.7.1. The Client accepts the risks of financial losses caused by force majeure circumstances.

## 10. Force majeure circumstances

10.1. Force majeure circumstances shall include but not limited to: any actions, events or circumstances (including but not limited to any strikes, riots, mass disturbances and civil disturbances, terroristic acts, floods, extraordinary weather conditions, earthquakes, fire, wars, labor disputes, accidents, government actions, connection and power failures, equipment and software failures, etc) which in the reasonable opinion of the Company lead to destabilization of a market or markets of one or several tools, interruption of business, liquidation or closing of any market or absence of an event on the basis of which the Company sets quotes, or introduction of non- standard trading conditions at any market or towards any such event.

10.2. The Company having sound ground is entitled to define the borders of force majeure circumstances occurrence. In the event of force majeure circumstances the Company shall take all measures in good faith to notify

the Client about force majeure circumstances.

10.3. The Client agrees that in the event of force majeure circumstances the Company is entitled (without limiting other Company rights according to the present Agreement) without prior written notification and any time to take any of the following actions:

a) Increase margin requests;

b) Close one or all open positions at a quote the Company reasonably finds correct;

c) Suspend or modify application of one or all of provisions of the present Agreement as long as force majeure circumstances do not allow the Company to follow these provisions;

d) Take or not take any actions towards the Company, the Client and other Clients, provided the Company has reasonable grounds for considering such actions reasonable in such circumstances;

e) Reconsider financial result of all Client trading operations, falling within force majeure circumstances, by changing quotes, opening/closing orders, or total deletion of orders.

## 11. Terms and definitions

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| **ASK** | The highest quote in the quotes, the quote at which the Client can buy |
| **Arbitrage** | The trading strategy, where “Arbitrage orders” are used |
| **Arbitrage order** | An asset is bought at one market, and at the same time its analogue is sold at the other. Thus the difference in the value of the assets is fixed at different stocks. As a result of this strategy regardless of the future market progress portfolio the value stays approximately fixed (as a result of compensation by reciprocal trade orders).<br>An order is also considered arbitrage when it consists of only buying (selling) of a financial asset at one market without selling (buying) the analogue at another market, provided there is a significant price gap between quotes of these two connected markets at the moment of opening or closing an order. |
| **BID** | The smallest quote in the quotes. The quote at which the Client can sell. |
| **Quotes database** | An information about the quotes flow. |
| **Base currency** | The first currency in the identifying of the currency pair which the Client can buy or sell for the quotes currency. |
| **Balance** | A total financial result of all complete transactions and non-trading operations on the trading account. |
| **Bar** | An element of the trading graph which includes quotes at opening and closing, as well as maximum and minimum quotes for the definite period. |
| **Fast market** | The market condition, when during a short period of time an extreme rate changes occur. Frequently “fast market “is accompanied by price gaps. As a rule it occurs immediately before and/or immediately after one or several events:<br>- a start of the war or military actions;<br>- a publication of economic parameters for countries, whose economy has a great influence over the condition of the world economy;<br>- a declaration of the decision on the interest rates by central banks and their committees;<br>- speeches and press-conferences by Central Bank directors, finance ministers and presidents of countries which economy significantly influences the state of the world economy;<br>- currency interventions by state organizations;<br>- terroristic acts of a national (state) level;<br>- natural disasters, which cause impose emergency rules (or similar limiting rules) at the victim territories;<br>- political or force majeure events: resigns and appointments (including the ones as a result of elections) of representatives of executive departments of government;<br>- other events, which significantly influence the dynamics of a tool rate. |

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| **Quote currency** | The second currency in identifying a currency pair, with which the Client can buy or sell the base currency. |
| **Currency pair** | A trading operation volume, the basis of which is a change of one currency value towards another currency. |
| **Value Trailing Stop** | A parameter Trailing Stop set by the Client. |
| **Expiration** | The end of trading time allocated for trading a particular asset, after which trading on the respective contract cannot be continued. |
| **Account type** | The accumulation of conditions, services available to the Client, which are formed on the basis of the minimum deposit sum. Each Account type has a minimum deposit sum. Maximum deposit sum depends on the choice of leverage. |
| **Time of the trading platform** | The time zone used for fixing any events in the server log-file. |
| **Chart** | The quotes flow, presented in the graphical form. A High for each bar – is the maximum Bid for a period, a Low – the minimum Bid, closing quote (close) – the last Bid of a bar, opening price (open) – the first Bid of the bar. |
| **Dealer** | 1) A Company, with which the Client has made agreements, regulating a legal basis for executing trading operations on the conditions of the margin trading;<br>2) a trading server and/or a Company employee who processes requests and orders of Clients, executes orders, stop out and margin calls. |
| **Long position** | The buying tool with an expectation of a rate rise. Applicable to currency pairs: the buying base currency for the quote currency. |
| **Close position** | The result of the second part of a completed transaction. |
| **Request** | A Client instruction to the Dealer to receive quote. A request does not make the Client liable to perform an order. |
| **Tool** | A currency pair or the contract for difference. |
| **Account history** | The list of completed transactions and non-trading operations of the trading account. |
| **Client** | A legal entity or a private person who concluded an agreement with a Dealer, to execute trading operations on the conditions of the margin trading. |
| **Client terminal** | The Software product MetaTrader 4.0, by means of which the Client can receive an information about the bidding at financial markets (in the volume defined by the Company) on-line, perform technical analysis of markets, perform trading operations, submit, change, delete orders, as well as receive messages from the Dealer and the Company. MetaTrader 4.0 is accessed freely at the website. |
| **Short position** | A selling of a tool with expectations of a rate decrease. Applicable to currency pairs: selling of the base currency for the quote currency. |

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| **Contract for difference** | The object of executing trading operations, which is based on the change of the basis of a base asset (that is an asset lying in the basis of the contract for difference), that could be a share, futures, precious metals, stock index, etc. |
| **Quoting** | A process of presenting quotes to perform orders to the Client. |
| **Leverage** | A ratio between the amount of guarantee and the trading operation volume. |
| **Rate** | 1) for a currency pair: the value of the base currency unit expressed in the quote currency;<br>2) for a contract for difference: the value of a base asset unit, expressed in the monetary form. |
| **Client log-file** | The file, created by the Client terminal, which registers up-to-the-second all the requests and orders, sent by the Client to the Dealer. |
| **Server log-file** | The file, created by the server, which registers up-to-the-second all requests and orders, received from the Client to the Dealer, as well as results of their processing. |
| **Locked positions** | Long and short positions of the equal volume, opened for the same tool at the same trading account. |
| **Lot** | An abstract notion to identify a number of shares, goods, base currency, accepted at the trading platform. |
| **Margin for locked positions** | The security required by the Dealer to open and maintain locked positions. It is stated in the contract specification for each tool. |
| **Margin trading** | A performing of trading operations using leverage, when the Client is able to perform a trade for the sums far exceeding the size of his/her own funds. |
| **Initial margin** | Funds required by the Dealer as a security to open positions. It is stated in the contract specification for each tool. |
| **Necessary margin** | - Cash security requested by Dealer to support open positions. It is stated in contract specifications for each tool. |
| **Off-market quote** | - a presence of a substantial price gap;<br>- a quote roll-back within a short period of time to an initial level creating a price gap;<br>- a lack of a rapid quote movement before this quote appeared;<br>- the moment of a quote appearance, there are no macroeconomic events and/or corporate news which could significantly influence the tool rate.<br>**Company** is entitled to remove the information about the off-market quote from the server quote database. |
| **Non-trading operation** | An operation of a depositing one's account (withdrawing funds from one's account) or an operation of granting (reimbursement) of a credit. |
| **Regular market** | «Regular market conditions». |
| **Order** | The Client's instruction to the Dealer to open or close a position when the price |

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| | reaches the order's level. |
| **Open position** | A result of the first part of a completed transaction. |
| **Market opening** | A reopening of the trade after weekends, holidays or after a break between trading sessions. |
| **Pending order** | The Client's instruction to the Dealer to open a position as a quote reaches an order level. |
| **Floating profit/loss** | Non-fixed profits/losses for the open positions at the current rate values. |
| **Completed transaction** | Consists of two reverse trading operations with equal volumes (open a position and close a position): buying with a following selling or selling with a following buying. |
| **Quotes flow** | A quotes sequence for each tool coming to the trading platform. |
| **Flow quotes** | A method of presenting quotes to the Client without a request. When the Client watches the on-line Dealer quotes flow, for which he/she can at any time submit an order to execute a trading operation. |
| **Point** | A unit of a least-significant bit of a rate. |
| **Lot size** | An amount of shares, goods, base currency in one lot, fixed in the contract specifications. |
| **Developer** | «MetaQuotes Software Corp.» - the trading platform developer. |
| **Order** | The Client's instructions to the Dealer to open/close a position, place, delete or change an order level. |
| **Market conditions different from regular** | See "thin market» or «fast market». |
| **Free margin** | Funds at the trading account, which can be used to open a new positions. It is defined by the formula:<br>*Free margin = Equity - Margin.* |
| **Server** | The Software MetaTrader Server 4.0, which processes Client requests and orders, provides information on-line about bids on financial markets (in the volume defined by the Company), records liabilities between the Client and the Dealer, as well as observes conditions and limitations. |
| **Expert Advisor** | A trading account control strategy in the form of a software in the specialized language MetaQuotes Language 4, which sends requests and orders to the server using the client terminal. |
| **Spike** | See «Off-market quote». |
| **Contract specification** | Main trading conditions (spread, lot size, minimum volume of a trading operation, |

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| | steps of trading operation volume changes, initial margin, margin for locked positions etc.) for each tool. |
| **Disputable situation** | 1) a situation, when the Client believes that the Dealer as a result of his/her actions or lack of actions broke one or several provisions of the present Agreement;<br>2) a situation, when the Dealer believes that the Client as a result of his/her actions or lack of actions broke one or several provisions of the present Agreement. |
| **Spread** | A difference in Ask and Bid quotes expressed in points. |
| **Account** | A unique personalized accounting register of operations in the trading platform, which reflects complete transactions, open positions, non-trading operations and orders, as well as a status of balance. |
| **Account type** | Accumulation of conditions and services available to the Client which are formed on the basis of the minimum deposit sum. There is the minimum deposit sum for each account type. The maximum deposit sum depends on the chosen leverage. |
| **Ticker** | A unique identification number given to each open position or a pending order in the trading platform. |
| **Thin market** | The market condition, when during a long period of time quotes enter the trading platform more rarely than in the regular market conditions. |
| **Trading operation** | A client's operation of buying or selling any tool. |
| **Trading platform** | An accumulation of software and hardware which provides an information on-line about the bidding in the financial markets, executing trading operations, record of mutual liabilities between the Client and the Dealer, as well as observing conditions and limitations. In the simplified form for the goal of the present Agreement it consists of "Server" and "Client terminal". |
| **Trading account** | A unique personalized register of operations in the trading platform, which reflects completed transactions, open positions, non-trading operations and orders. |
| **Order level** | A quote stated in an order. |
| **Force majeure circumstances** | Events which could not have been foreseen or prevented. See details in §10. Force majeure circumstances of the present Agreement. |
| **Quote preceding off-market quote** | A closing quote for a minute bar which preceded a minute bar with off-market quote. |
| **Price gap** | Any of the two situations:<br>- Bid of the current quote is bigger than Ask of the previous quote;<br>- Ask of the current quote is smaller than Bid of the previous quote. |
| **Price gap at the market opening** | Any of the two situations:<br>- Bid of the today's opening market quote is bigger than Ask of the yesterday's |

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| | closing market quote;<br>- Ask of the today's opening market quote is smaller than Bid of the yesterday's closing market quote. |
| **Obvious error** | An Opening/closing of the Client's position, or an execution of the Client's order by the Dealer at a quote significantly different from the quote for the tool in the quote flow at the moment of the action, or any other action or a lack of action of the Dealer connected to the Dealer's obviously wrong identifying of the quote level on the market at a given time. |
| **Ask** | The higher quote in the quotes. The quote at which the Client can buy. |
| **Bid** | The lower quote in the quotes. The quote at which the Client can sell. |
| **Equity** | The current account balance. It is defined by the formula:<br>*Equity = Balance + Floating Profit - Floating Loss.* |
| **Hedged margin** | The security to open and maintain locked positions required by the Dealer. It is fixed in the contract specification for each tool. |
| **Lock** | see «Locked positions». |
| **Market Execution** | An execution of the Client's order at the liquidity providers' best price. |
| **Long** | See "Long position" |
| **Short** | See «Short position». |
| **Margin Level** | A ratio between the equity and the necessary margin, expressed in the percentage. It is defined by the formula:<br>*Margin Level = (Equity / Margin) * 100%.* |
| **Margin Call** | The account condition, when the Dealer is entitled but not liable to close all open positions of the Client due to the lack of the free margin. Margin level whereby a margin call situation occurs is stated in the present Agreement. |
| **Contract Specification** | The principal trading terms (spread, lot size, minimum position volume, initial margin, margin for locked positions etc.) for each trading tool. |
| **Spike** | See «Off-market quote». |
| **Stop out** | The order for a mandatory position closure, generated by the Server. |
| **Swap** | An overnight or rollover interest for holding positions overnight. Swap may be either positive or negative. A table with "Swap" values for each tool is given at the FBS website. |
| **Trailing Stop** | The following algorithm for executing a Stop Loss order:<br>- while profit on an open position does not exceed the Trailing Stop value, take no actions; |

- as soon as profit on an open position exceeds the Trailing Stop value, send an order to the Server to place a Stop Loss order at the price as far from the current quote as the Trailing Stop value;
- as soon as a quote is received that is farther from the set Stop Loss order than the Trailing Stop value, send an order to the Server to change the Stop Loss order level to set it as far from the current quote as the Trailing Stop value.

Trailing Stop functions only when the client terminal is activated, connected to the Internet and is successfully authorized at the Server.