

APPROVED BY

The Director's order
BFB Capital LLC
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RULES FOR THE CONDUCTING TRANSACTIONS WITH NON-DELIVERABLE OVER-THE-COUNTER FINANCIAL INSTRUMENTS OF BFB CAPITAL LLC

1. General Provisions

1.1. The rules for conducting transactions with non-deliverable over-the-counter financial instruments of BFB Capital LLC (hereinafter referred to as the 'Rules') were developed in accordance with Presidential Decree No. 231 of 4 June 2015 'On conducting transactions in the OTC Forex market' and in accordance with the Resolution Of the Board of the National Bank of the Republic of Belarus of 09.02.2016 N 64 'On approval of the Instruction on the requirements for the content approved by forex companies, banks, non-bank credit and financial organizations, the National Forex Center the rules for conducting transactions with non-deliverable over-the-counter financial instruments' and determine the procedure for conducting transactions with non-deliverable over-the-counter financial instruments of BFB Capital LLC.

1.2 These Rules may be changed by BFB Capital LLC (hereinafter referred to as 'Forex Company') unilaterally with the Client being notified of the change by posting a new version of the Rules on the Forex Company Website not less than 10 days before the new edition of the Rules. Information published on the Website of the Forex Company is also set on the Server of the Forex Company. In the case of a conflict, the information specified on the server of a Forex Company is of primary importance.

2. Terms and definitions

'Client Account' — an account in the Platform used to account and record transactions carried out under the Agreement.

'Current Price' — the quote at which the Forex Company is ready to conduct the Transaction at a certain point in time.

'Ask' — the price at which the Client can perform a Buy Transaction (for the purchasing of an instrument).

'Base currency' — the first currency in the designation of a currency pair, which the Client can buy or sell for the Quote Currency.

'Base Asset' — an asset underlying the Instrument that is bought or sold in the process of performing Transactions. Foreign currency, precious metals, oil, stock indices, securities, as

well as other Base Assets, can serve as the Base Asset determined by the Council of Ministers of the Republic of Belarus together with the National Bank.

‘Buy Limit’ — an order implying opening a long position at a price lower than the current price at the moment of placing an order to fix the price of the Instrument.

‘Buy Stop’ — an order implying opening a long position at a price higher than the current price at the moment of placing an order to fix the price of the Instrument.

‘Balance’ — the amount of funds on the Client's Account with regard to Closed Positions and Marginal Transactions Ensuring, but excluding the financial result of Open Positions.

‘Bar’ (‘Candle’) — an element of the chart, which includes the opening and closing prices, as well as the maximum and minimum prices for a certain period.

‘Bid’ — the price at which the Client can perform an SELL-type Transaction (for the sale of an instrument).

‘Account Currency’—the currency in which the amounts of all account transactions are nominated and calculated.

‘External Account of the Client’— a current account of the Client in a bank or non-bank credit and financial organization, an account (wallet) in an electronic payment system.

‘Forex Company remuneration’ — the funds received by the forex-company as a result of the Transactions and / or Marginal Ensuring Transactions performed by the Clients, including amounts charged in the form of commissions for performing transactions, postponing positions to the next day, replenishing the Account, withdrawals from your Account.

‘Gap’ — a price change in which the subsequent Quotation differs from the previous one by more than the size of the spread.

‘Long Position’ (‘Long’) —the purchase of the Instrument based on the appreciation.

‘Closed position’— the result of the second part of a committed transaction with a non-deliverable over-the-counter financial instrument.

‘Pledge’ — the blocked amount on the Client's Account to maintain all of its Open Positions. Requirements for the size of the Pledge required for Opening Positions for each Instrument are set on the Forex Company Server and are also listed on the Website.

‘Instrument’ — a non-deliverable over-the-counter financial instrument in respect of which the Client performs Transactions in accordance with these Rules. Actual information about the number of Instruments and the conditions for performing Transactions is set on the Forex server of the company and is published on the Website.

‘Client’—an individual or legal entity with whom an Agreement on transactions with non-deliverable over-the-counter financial instruments is concluded.

‘Contract for Difference’ (‘CFD Contract’) — a tool based on a change in the base asset rate.

‘Short’ — a sale of the Instrument in the calculation of the depreciation.

‘Quotation’ — information about the current rate for the purchase / sale of the base asset, expressed in the form of the purchase price and sale price.

‘Quoted currency’ — the second foreign currency in the designation of a currency pair for which the Client can buy or sell the base currency. In the future instead of the concept of ‘foreign currency’, a similar ‘currency’ is used.

‘Personal Account’ — a confidential module on the Forex Company webserver, in which the Client’s identification data is stored and by means of which the Client has the opportunity to generate notifications on sending documents and funds for the Forex Company, transfer Orders for debiting funds from the Client Account, perform other transactions to manage your account. The Personal Account is located on the Forex Company Website in a special module, which is equipped with special cryptographic protection tools to restrict access and ensure the confidentiality of information.

‘Platform Log File’ — a file created by the platform that logs all requests and orders sent by the Client with a millisecond accuracy.

‘Server Log File’ — a file created by the server that logs all requests and orders received from the Client with a millisecond accuracy, as well as the results of their processing.

‘Login’ — the registration name used by the Client as an identifier to enter the Personal Account.

‘Lot’ — the standard volume of the Instrument in relation to which the Transaction is performed. A separate Transaction may be performed on several Lots or their shares. Lot sizes for each Tool are set on the Forex server of the company and are listed on the Site.

‘Margin Ensuring’ — the amount that must be on the Account to open a Position. Marginal sizes for each Instrument are set on the Forex Company server and are listed on the Website.

‘Marginal Leverage’ — the ratio of the amount of the Pledge and the Volume of the transactions.

‘Margin call’ — a low level of margin support for a client, which implies the need to increase it by replenishing the account with a client to avoid reaching the Stop Out level and forcibly closing open positions.

‘Inactive Account’ — the Client’s Account for which during the last 180 (one hundred and eighty) calendar days no Transactions and / or Marginal Ensuring Transactions were initiated by the Client.

‘Marginal Ensuring Transaction’ — the transaction of crediting and / or debiting funds to and from the Client's Account.

‘Volume of the transaction’ —the product of the number of lots for the nominal lot size.

‘Transaction time’—the time interval during which transactions with non-deliverable over-the-counter financial instruments are possible. The transaction time for each Instrument is set on the Forex Company Server and is indicated on the Site.

‘Transaction day’ — the time period from 00:00:00 Monday to 00:00:00 Saturday CET, except for weekends and holidays. As a result of the sifting to summer / winter time, the time of the beginning and end of the Transaction Day may shift by 1 (one) hour. For individual Financial Instruments, Transaction Day may differ. Actual information about weekends and holidays, Financial Instruments with a different Transaction Day is published on the Website of the Forex Company and is also set on the Server.

‘Transaction’ — an over-the-counter transaction consisting of two parts - opening and closing the position, does not provide rights and does not establish the obligations of the parties to buy (sell) the base asset, but creates the obligation to pay (the right to receive) the amount of the difference between the price of the base asset at the time of opening position and price of the base asset at the time of closing.

‘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. As a result of the opening of the position, the client has obligations:

- perform the opposite transaction to close the position of the same volume;
- maintain the Margin Level not lower than the size set by the Forex Company.

‘Pending Order’ — the Client's order to open or close a position when the price reaches the level of the Client's order to fix the price of the Instrument.

‘Password’ — a secret sequence of characters used by the Client as an identifier to enter the Personal Account to access the Account in the Platform.

‘Payment Agent’ — a third party attracted by a Forex Company for the purpose of crediting funds to the Forex Company Account and / or the Client’s External Account.

‘Platform’ — a software product through which the Client has the opportunity to negotiate with the Forex Company the essential conditions of Transactions performed under the Agreement and to record the agreed terms as well as the content of the set and canceled Deferred Orders. The platform allows the Client to receive financial information, send orders to the Forex company, receive confirmations and reports from the Forex Company. The platform provides identification of the Parties (confirmation of the authenticity of the Parties)

exchanging messages, as well as the confidentiality and integrity of the messages themselves using built-in cryptographic protection.

‘Quotes Flow’ — a sequence of quotes for each Instrument entering the Platform.

‘Point’ — the minimum unit of price change for a non-deliverable over-the-counter financial instrument.

‘Working day’ — the time period from 09:00 to 18:00 Minsk time every day, except weekends and holidays. Actual information about weekends and holidays is published on the Website of the Forex Company.

‘Order’ — the client's order to fix the price of the base asset when opening or closing a position on a non-deliverable over-the-counter financial instrument.

‘Rollover’ — the process of transferring the Open Position: for Financial Instruments based on futures contracts, is a transition from one base instrument, which expires, on the other, more long-term.

‘Market Order’ — the Client's order to execute the Transaction immediately after receiving such an order by the Forex Company at the first available quotation (Actual price) at the time of receiving such an order by the Forex Company.

‘Website’ — the website of a Forex Company on the global Internet, located at <http://www.bfb.by/>, as well as other sites on the global Internet, to which the Forex Company refers in these Transaction Rules or on the website Forex Companies.

‘Uncommitted balance of margin ensuring’ — the funds on the balance of the Client's Account, which can be used to open new positions. It is determined by the formula: current balance of the Client Account minus the Pledge.

‘SWAP’ — the funds debited or credited to the Client's account for postponing the position to the next day. Swaps are calculated and fixed at the last minute of trading days by server time (from 23:59 to 00:00). The swap size for each instrument is set on the Forex server of the company, as well as specified in the contract specifications on the site.

‘Sell Limit’ — an order implying the opening of a Short Position at a price higher than the current price at the time of placing an order to fix the price of the Instrument.

‘Sell Stop’ — an order implying the opening of a Short Position at a price lower than the current price at the time of placing an order to fix the price of the Instrument.

‘Forex Server Company’ — a software and hardware complex, by means of which Client Orders and Requests are processed, information about changes in prices for financial Instruments is provided to the Client in real time (in the amount determined by the Company),

accounting for mutual obligations between the Client and Forex- company, as well as the performance of other conditions of these Rules.

‘Contract Specification’—the main parameters (spread, lot size, minimum transaction volume, transaction volume change step, initial margin support, etc.) for each Instrument. Contract Specification is placed on the website.

‘Withdrawal of Funds’— the debiting of funds from the Client's Account and transferring them according to the details of the Client or his Authorized Person specified by the Client to withdraw funds.

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

‘Equity’ — a weighted estimate of the value of funds on the Account, which is the amount of money in the Account, taking into account unrealized profits (losses).

‘Stop Loss’ —an order that involves closing a previously open position at a price that is less favorable to the Client than the current price at the time of placing an order to fix the price of the Instrument.

‘Stop Out’ — an order to forcibly close a position generated by the Server (without the consent of the Client and his prior notification in the case of a shortage of funds to maintain an open position). The rules for the forced closure of a position are reflected in these Rules. Marginal security levels, upon reaching which it is possible to forcibly close a position, are set on the Forex server of the company and are published on the Website.

‘Forex Company Account’ — a Forex-company account in a bank, non-bank credit and financial organization, an account (wallet) in an electronic payment system, as well as other accounts, including accounts of Payment Agents to which the margin is credited by the Client.

‘Take Profit’ — an order implying the closure of a previously open position at a price that is more favorable for the Client than the price at the time of placing an order to fix the price of the Instrument.

‘Ticket’ - a unique identification number assigned in the platform of each position opened or pending order.

‘Type of execution’ — the technological process of receiving (confirmation) by the Client of the Actual Price when performing a Transaction. Available Execution Types differ depending on the types: Accounts, Instruments, Orders, and are defined in these Terms of Transactions and are also listed on the Forex Company Website.

‘Type of Execution’ (‘**Market Execution**’) — a type of Transactions, in which the Client expresses his desire to perform the Transaction, agreeing in advance that the Transaction will

be made at a price that is relevant on the Forex server of the Company (without offering new quotes).

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

‘Margin Level’ ("Margin Level / Pledge Level") — a percentage ratio of Equity to Pledge.

‘Hedging’ — the possibility of having positions on one Instrument opened in opposite directions.

3. List of underlying assets

3.1. The base assets for which (the combination of which) the Forex Company performs transactions with non-deliverable OTC financial instruments are foreign currency, precious metals, securities, oil, futures contracts, options, interest rates in the international capital market, stock index values. The full list of financial instruments available for performing a Transaction, as well as the conditions for executing Transactions with them are set on the Forex server of the company, as well as presented on the Website.

3.2. The list of base assets, as well as the list of financial instruments may be changed by a Forex Company. In case of discrepancy between the list of base assets or the list of financial instruments listed on the Website of a Forex Company with a platform, the list published in the platform is valid.

4. The order and sources of obtaining Forex-company quotes

4.1. The source of information for determining quotations is the prices received from liquidity providers, with whom the relevant contracts for execution of transactions with non-deliverable over-the-counter financial instruments in the Forex market have been concluded.

4.2. Quotes are transmitted to the platform at the same time to all clients in unchanged form. All quotes that a Client receives through the platform are indicative and represent the best Bid price on the market and the best Ask price on the market received from liquidity providers.

4.3. The Forex Company has the right to remove information about the non-market quotation from the server quotes database. Transactions made on non-market quotes are canceled.

4.4. Quotes set may be recognized as non-market if such a quote complies with the following conditions:

- the presence of a significant price gap;
- the return of the price within a short period of time to the initial level with the formation of a price gap;
- the absence dynamics of price movement 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. Types of remuneration forex companies

5.1. Types of remuneration for Forex Companies: commission, commission for shifting positions (Swap), dividend commission, spread.

5.2. Depending on the type of Account chosen, due to the personal preferences of the Client, the Forex Company offers its clients several types of spreads. The actual values of the spreads are set on the server of the Forex company, you can view them in the trading platform.

5.2.1. For BFB Standard Accounts a floating spread is set. With a floating spread, Forex Company remuneration is formed due to the difference between market quotes and quotes established for the Client.

5.2.2. For BFB Pro Accounts, a floating market spread is set and a commission is charged. The amount of the Commission for the Transaction is expressed in absolute terms, in US dollars. The amount of commission is fixed and does not depend on the size of the transaction measured in lots. The commission is set on the server of the Forex Company, which can be found in the platform.

5.2.3. For BFB Absolute Accounts, a floating market spread is set and a commission is charged. The amount of commission for conducting transaction is expressed in absolute value for one transaction of any nominal value. The commission is set on the server of the Forex Company, which can be found in the platform.

5.3. If there are open positions at the end of the trading day, they are automatically transferred to the next trading day. In the process of transferring an open position the next day, a Swap is charged on this position.

5.3.1. A swap can be either negative (paid by the client in favor of the Forex Company) or positive (paid by the Forex Company in favor of the client).

5.3.2. The Forex Company calculates a swap based on the conditions of the liquidity provider, and in the case of rollovers, the difference between the prices of the base futures contract with late expiration and early expiration at the time of the rollover is additionally taken into account.

5.3.3. Swaps are published on the Website, and also set on the Forex server companies, which can be found in the platform. In case of differences, the information indicated on the trading platform takes precedence.

5.3.4. For all financial instruments, the value of the swap is expressed in points. The daily value of the swap is calculated as follows:

Swap amount = cost of 1 lot, in US dollars * position volume, in lots * swap size

5.3.5. Depending on the underlying asset, a three-fold swap calculation is performed from Wednesday to Thursday or from Friday to Saturday.

5.4. If there are open positions in financial instruments based on securities as of the date of fixing the register of the company issuing shares (ex-dividend date or just ex-date), or depending on the delivery conditions of the base asset, one or two days earlier, the fixing date of which is determined by the management of this legal entity (issuer of shares) and announced in advance on the official website of the respective company. The Client may be credited to the Account (at the buy position) or may be withdrawn (at the sell position) dividend commission determined by the formula: $Cd = Q \times D$, where Cd is the dividend commission, Q is the number of shares, D is the amount of dividends per share (with a buy position, the amount of dividends per share after taxes). The dividend commission is charged / charged to the Account / Account from within 3 months from the moment of closing the position.

5.5. A Forex Company may, at its own discretion, cancel remunerations, introduce new types of rewards, change the size of rewards, change the procedure for calculating rewards unilaterally with the mandatory notification of Clients by posting information on the Forex Company Website no later than 10 (ten) calendar days before joining due to the relevant changes.

5.6. Payment of remuneration of the Forex Company is carried out at the expense of marginal support of the client.

6. Personal Account

6.1. Personal Account is a module of the Forex Company Website that provides input, storage, display and modification of client information. Connection with the Personal Account is carried out via the Internet. Personal Account is protected by a password and cryptographic software.

6.2. The Client understands and agrees that access to the Personal Account is made using the Login and Password provided to the Client during registration and undertakes to keep the Login and Password in a safe place to avoid the possibility of unauthorized access using the Personal Account by third parties.

6.3. All orders that were executed in the Personal Account are recognized as executed by the Client personally.

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

6.5. The Personal Account contains the following modules and blocks:

- Desktop.
- Your profile consists of blocks: personal data, registration address, upload documents, it is important, residential address, password change, identification document, my payment methods.
- Open Account.
- Deposit funds consisting of blocks: deposit funds, investment account parameters.
- Withdraw funds consisting of blocks: parameters for withdrawal, parameters for an investment account, your withdrawal requests.
- Internal transfer consisting of blocks: transfer between accounts, parameters of investment accounts.
- History.
- Our platforms.
- Help / Technical Support.

6.5.1. The ‘Desktop’ module contains information about demo and real accounts opened by the Client.

6.5.2. In the ‘Your profile’ module Clients fill in the following information: name, e-mail address, telephone number, passport details, registration address, residential address, add bank details, download the necessary documents. In the ‘Change Password’ module, you can change the password from the user's Personal Account by entering the current and new password with confirmation.

6.5.3. In the ‘Open Account’ module the Client fills in the registration form choosing the appropriate type of account and platform. After clicking on the “Open Account” button the Client receives an email with a login and password from the Account.

6.5.4. In the ‘Deposit’ module there is a form for choosing: a registered account, a payment method and a deposit amount. Here you can find instructions on how to deposit funds to the Client’s Accounts using possible methods and current bank details of a Forex Company.

6.5.5. In the ‘Withdrawal’ module there is a form for choosing: an Account from which the margin ensuring is withdrawn, the type of withdrawal, details and amount. The module ‘Your applications for withdrawal’ contains an archive of all previously executed financial transactions for withdrawal of funds.

6.5.6. The ‘Internal Transfer’ module allows transferring margin collateral from one investment account to another belonging to only one Client.

6.5.7. The ‘History’ module contains an archive of all completed financial transactions for deposit / withdrawal of margin security, as well as information on all registered demo and real Accounts.

6.5.8. The ‘Platforms’ module contains a description of the trading platforms offered by the Forex Company, as well as links to install or launch them without downloading.

6.5.9. In the module ‘Help / Technical Support’ the Client can contact the consultant or direct his question to the Forex Company.

6.6. Personal Account may contain other modules. The list of modules in current form is constantly available for viewing from the main module (on the home page of the Personal Account), as well as from any other module of the Personal Account.

6.7. The Forex Company notifies the client 3 days before the introduction of changes in the terms of reference and the closure of the Personal Account, changes to the modules of the Personal Account.

6.8. Transaction time of the Personal Account —24 hours a day.

7. The procedure for concluding the Agreement on transactions with non-deliverable over-the-counter financial instruments

7.1. To start cooperation with the Forex Company, the Client is obliged to familiarize himself with these Rules, Notification of the Risk, the Privacy Policy and conclude the Agreement on performing transactions with non-deliverable over-the-counter financial instruments.

7.2. The conclusion of the Agreement is carried out by acceptance of 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 posted on the Website of the Forex Company and the terms of the Agreement by affixing the corresponding confirming marks ‘Acquainted’ and ‘I agree’ in the check boxes when creating (registering) the Personal Account on the Website of the Forex Company;
- open a Personal Account on the Forex Company Website and go through the identification procedure;
- transfer the amount of marginal ensuring to the Client's Account by transferring the funds to the Account of the Forex Company by the Client.

7.3. According to the legislation of the Republic of Belarus and the rules of the Forex Company, in order to pass the identification procedure, the Client must provide the following documents:

7.3.1. When identifying individuals:

- an identity document (copies of pages containing personal data (last name, first name, patronymic (if any); citizenship; date and place of birth; details of an identity document) and a note of residence), as well as other information listed in the ‘Your Profile’ module of the Client’s Personal Account.

7.3.2. When identifying resident legal entities of the Republic of Belarus:

- certificate of state registration;
- charter with all changes and additions;
- a certified extract from the decision of the general meeting on the election of a director (if the legal entity has a corresponding management body);
- order on the appointment of a director;
- a document certifying the director's identity (copies of pages containing personal data (surname, first name, patronymic (if any)); citizenship; date and place of birth; details of an identity document) and a note of residence); if the director himself represents the interests of the enterprise;
 - proxy of a legal entity to conduct a financial transaction;
 - a document certifying the identity of the representative (copies of pages containing personal data (surname, first name, patronymic (if any)); citizenship; date and place of birth; details of an identity document) and a note of residence);
 - identity document of the person managing accounting (copies of pages containing personal data (surname, first name, patronymic (if any)); citizenship; date and place of birth; details of the identity document) and the place of residence), or a certified copy of the contract for accounting services in case of accounting is carried out by a third-party legal / natural person;
 - information about the beneficial owners, if any (in a separate list);
 - Minutes of the general meeting of participants of a company on a major transaction, if the statute does not make such a decision within the competence of the board of directors / supervisory board (and the protocol must necessarily indicate: the decision to complete a major transaction transactions (total amount of transactions), terms of transaction);
 - the lease agreement (certificate of registration of title), if any, as well as other information listed in the 'Your Profile' module of the Client's Personal Account.

7.3.3. When identifying non-resident legal entities of the Republic of Belarus:

- legalized copies of constituent documents and a trade register certificate of the country of origin (the trade register certificate must be made no earlier than 6 months before the date of filing of documents) or other tantamount proof of legal status in accordance with the legislation of the country of origin with translation into Belarusian or Russian and notarized authentication of the translator's signature;
 - a power of attorney of the account holder or a copy thereof, the fidelity of which is notarized, for opening (renewal, closure) of the Account, disposal of funds on the Account (in case of granting the right to dispose of the Account to representatives of the legal entity);
 - constituent documents, as well as documents confirming the powers of officials of a legal entity (certified true copies or extracts of protocols, decisions, orders (orders), powers of attorney for election (appointment) to the relevant position, entry into office, performance of duties or empower of necessary powers). If available, duly certified copies or extracts of labor contracts (contracts) or civil contracts concluded with officials (to establish the term of office, if it cannot be established from the documents mentioned above), as well as other information listed in module 'Your profile' of the Client's Personal Account.

7.3.4. When identifying individual entrepreneurs:

- certificate of state registration;
- an identity document (copies of pages containing personal data (last name, first name, patronymic (if any); citizenship; date and place of birth; details of an identity document) and a note of residence);
 - power of attorney of the representative for the right to conduct a financial transaction;
 - a document certifying the identity of the representative (copies of pages containing personal data (surname, first name, patronymic (if any); citizenship; date and place of birth; details of an identity document) and a note of residence);
 - identity document of the person managing the accounting records (copies of pages containing personal data (surname, first name, patronymic (if any); citizenship; date and place of birth; details of the identity document) and the place of residence), in the presence of this person, or a certified copy of the contract for accounting services in the case when the accounting is carried out by a third-party individual / legal entity, as well as other information listed in the module ‘Your profile’ of the Personal Client Account.

7.4. When performing remote identification an individual must submit an identity document in the form of a photographic image, which shows the Client with a document proving his identity, opened on pages containing personal data (last name, first name, patronymic (if any); citizenship; date and place of birth; place of registration and (or) place of stay; details of the identity document) and a note of place of residence.

7.5. Upon acceptance of the Agreement by the Client, this Agreement is automatically assigned a unique identification number, which is reflected in the Personal Account in the module ‘Your Profile’. Login and Password for access to the Personal Account are provided to the Client in electronic form by sending to the e-mail address and / or mobile (cellular) phone number specified by the Client when registering the Personal Account on the Forex Company Website.

7.6. The agreement is recognized as concluded after the acceptance of the public offer, passing the identification of the Personal Account on the Website of the Forex Company and receipt of funds deposited by the client to the Forex Company Account as margin ensuring.

7.7. To open an Account, the Client needs to select the Account type in the ‘Open Account’ module of the Personal Account and create a request to open an Account. The Forex Company offers the Client a choice of several types of Accounts, the terms of which are performed on the Forex Company Website. When choosing the type of Account, the Client is obliged to get acquainted in advance with the terms of transactions with non-deliverable over-the-counter financial instruments on the selected type of Account. As a result, the request is sent to the Client and provided with access codes (Login and Password) in electronic form by

sending to the email address and / or phone number of mobile (cellular) communication specified by the Client during registration of the Personal Account on the Forex Company Website. By forming and sending a request to open the selected type of Account, the Client confirms that he is familiar, understands and agrees with the conditions for performing transactions with non-deliverable over-the-counter financial instruments on the selected type of Account.

7.8. The account is conducted in the Account Currency and all transactions with non-deliverable over-the-counter financial instruments, transactions with marginal collateral on it are recalculated into the Account Currency by the quotes established by the Forex Company.

7.8.1. The following transactions are performed on the account:

- transactions with non-deliverable over-the-counter financial instruments;
- crediting and debiting funds of the Client;
- calculation of profits and losses of closed transactions with non-deliverable over-the-counter financial instruments on the Account;
- calculation of payment for a swap, withdraw of remuneration of a Forex Company;
- blocking a part of margin ensuring of a pledge to maintain all Open Positions of the Client;
- crediting or withdrawing when adjusting positions;
- other calculations according to the Rules and Agreement.

7.8.2. The Forex Company executes the Client's Instructions concerning the funds on his Account, solely for the purpose of:

- calculation of the results of transactions with financial instruments;
- transfer of funds between Client Accounts;
- payment of remuneration due to Forex Companies;
- return of marginal provisions to the Client.

7.9. When changing the data provided during registration and identification, the Client is obliged to notify the Forex Company within 3 working days by sending a corresponding application with the application, if necessary, documents to the Forex Company e-mail. In case of failure with this obligation, the Client takes all risks associated with the providing false data.

8. Client categories

8.1. All legal entities and individuals who have entered into the agreement with a Forex Company for the first time are assigned the category 'Client'. If the Client wishes to be classified as 'Qualified Client' or 'Professional Client', it is necessary to provide documents in accordance with clause 8.2.2.1. and clause 8.2.3.1. according to these Rules.

8.2. The client falls into one of the following categories:

8.2.1 **‘client’** – a client is an individual or a legal entity who for the first time entered into an agreement with a Forex Company and does not comply with the categories provided for in clause 8.2.2. - 8.2.3. As well as the client, corresponding to one of the categories provided for by subclauses of clause 8.2.2. - 8.2.3. of this clause, but indicating, prior to the initiation of the transaction the intention to be assigned to the category provided for by this subclause.

8.2.2. **‘Qualified client’** - a client is a legal entity or an individual that meets one of the following criteria: the client has completed at least ten transactions for a total amount exceeding 10 thousand base values in each of the last four quarters; the amount of long-term and short-term financial investments of the client, including cash, for the first day of the current month exceeds 10 thousand basic values.

8.2.2.1. To assign a Client to the category ‘Qualified Client’, legal entities and individuals provide a report on the number and volume of transactions performed in the form of a statement from the Client’s Account (s) certified by the relevant Forex Company. Legal entities categorized as ‘Qualified Client’ must provide monthly accounting report ‘Income Statement’ according to Appendix 2 to the Resolution of the Ministry of Finance of the Republic of Belarus of October 31, 2011 No. 111 on the first day of the current month.

8.2.3. **‘Professional client’** - a client is a legal entity that meets one of the following criteria:

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

- legal entity - a non-resident of the Republic of Belarus, has a special permit (license) to carry out activities on the OTC Forex market, banking or other financial activities; the revenue of a legal entity from the sale of products, goods, works, services, net of taxes and commissions calculated from it, for the last reporting year is not less than 4 million basic values; the balance sheet of the legal entity at the end of the last reporting year is at least 2 million basic values; the equity capital of the legal entity at the end of the last reporting year is at least 200 thousand base units;

8.2.3.1. To assign a Client to the Professional Client category, a legal entity provides:

- Forex Companies - a copy of the certificate of inclusion in the register of Forex Companies, certified by the signature of the head, sealed by the Forex Company;

- banks and non-bank credit and financial organizations - a copy of the banking license certified by the signature of the manager, sealed;

- professional participants of the securities market - a copy of a special permit (license) to carry out professional and exchange activities in securities;

- insurance companies - a copy of a special permit (license) for carrying out insurance activities;

- non-resident legal entities - a copy of a special permit (license) to operate on the OTC Forex market, banking or other financial activities, which must be notarized and translated into Belarusian or Russian with a notarized authenticity of translation and the authenticity of the translator's signature. In case of changes (removal or imposition of restrictions) in special permits (licenses), the Client is obliged to immediately inform the Forex Company about this.

- resident legal entities without special permits listed above:

- the form of the accounting statements 'Profit and Loss Report', according to Appendix 2 to the Resolution of the Ministry of Finance of the Republic of Belarus of October 31, 2011 No. 111, for the last reporting year. It is provided to the Forex Company no later than March 31 of the year following the reporting year;

- or 'Accounting Balance' form of financial statements in accordance with Appendix 1 to the Resolution of the Ministry of Finance of the Republic of Belarus of October 31, 2011 No. 111, for the last reporting year. It is provided to the Forex Company no later than March 31 of the year following the reporting one.

9. Margin Calls

9.1. To open and / or maintain the Open Position the Client deposits margin into the account of the Forex Company in accordance with the terms of the Agreement concluded with it.

9.2. For the amount of the margin paid by the Forex Company opens and / or replenishes the Client's account in foreign currency in the Platform.

9.3. The maximum amount for opening positions for each Financial Instrument may be limited by the decision of the Forex Company, regardless of the amount of free margin of the margin software on the Account and set on the Forex Company server. Information about the limitations of the maximum amount for opening positions is posted on the Forex Company Website.

9.4. Transactions in the Platform are performed using marginal leverage. This gives the Client the opportunity to open positions that are larger than the marginal margin.

9.5. Margin leverage is prescribe amounts to 1 up to 500 depending on the Client category, the type of Financial Instrument, the Balance size. For Clients of the 'client' category the maximum size of the margin leverage is 100, for Clients of the 'qualified client' category the maximum size of the margin leverage is 200, for Clients of the 'professional client' category the maximum margin leverage is 500.

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

9.7. The Forex Company is entitled to unilaterally change the size of the marginal leverage without prior notification of the Client.

9.8. In the case when the Margin Level becomes equal to or less than 100% (one hundred percent), the Client must increase this level by depositing additional funds into his Account or by reducing the volume of Open Positions, otherwise it is impossible to open new Positions on the Client Account.

9.9. If the amount of funds on the account is equal to or below the Stop-Out level (the margin level is 30%), the Forex Company has the right to close all or part of the Client's Open Positions without notice. Forced position closing is performed as follows:

- Closing of Positions takes place in the order of the general queue, along with the execution of Clients' orders, at the first available market price.
- In the queue for the forced closing of the first position is placed with the greatest current losses.

9.10. If, as a result of the forced Closing of Positions the sum on the Client's Account has become negative, the Forex Company has the right to charge the Account with such compensation in the amount necessary to put the Account to zero. A Forex Company can put the Account to zero at the expense of funds in other Client Accounts.

10. The procedure for performing transactions with margin ensuring

10.1. Marginal Ensuring Transaction - any transaction of the Client to credit margin on the Client's Account, pay margin on the Client's Account or internal transfer of the margin ensuring between the Client's Accounts.

10.2. Orders (applications) for performing marginal ensuring transactions can be made by the Client only through the Personal Account.

10.3. Margin Ensuring Transfer

10.3.1. The transfer of margin ensuring to the Client's Account and the payment of margin ensuring from the Client's Account are made using only those transfer methods that are available in the Personal Account. The amount of the commission of a Forex Company for making margin ensuring and other costs for each method of transferring funds is published in the Personal Account and on the Website of the Forex Company and may be periodically changed by the Forex Company.

10.3.2. The transfer of marginal security to the Client's Account is possible by transferring funds to the Account of the Forex Company.

10.3.3. The client is obliged to check the details of the Forex Company, as well as the currently available methods of account replenishment, in the Personal Account before each transfer. The Client is responsible for the correctness of the payments made by him independently. When changing the bank details of the Forex Company from the moment the new details are published in the Personal Account, the Client is responsible for payments made on outdated details independently.

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

10.3.5. The funds are credited to the Client's Account in the following terms:

- In case of replenishment of the Client's Account by transferring funds to the Forex Company Account - no later than the end of the next Working day from the date of receipt of funds to the Forex Company Account if all the data necessary for payment identification is available in the payment document. The Forex Company is not responsible for the timeliness and correctness of crediting the funds transferred by the Client to the details other than the details published in the Personal Account.

- In case of replenishment of the Client's Account by transferring funds from another Client's Account ('Order for the internal transfer of the Client's funds) - no later than the end of the next Working Day after receiving the 'Order for the internal transfer of the Client's funds'.

10.3.6. If the funds sent by bank transfer are not received on the Client's account within 5 (five) working days from the moment of transfer, the Client has the right to send a request to the Forex Company by filling in the application form, providing documents confirming the fact of the bank transfer (payment instructions, copies of documents (swift), etc.).

10.3.6.1. On the basis of the request received from the Client, the Forex-company conducts an investigation to resolve the situation specified in this Procedure. When it is determined that the funds have not been received in the Forex Company Account, the Forex Company completes the investigation and notifies the Client about this result. The Client has the right to apply to the Payment Agent, through which the transfer of funds was made, for further consideration of the circumstances specified in this Procedure. The Forex Company is not responsible for disputes and conflicts that have arisen between the Client and the Payment Agent in connection with the latest transfer of funds. In the case that a Forex Company establishes the fact of flow of funds on its Account, the Forex-company completes the investigation and credits the funds to the Client's Account.

10.4. Margin Payment

10.4.1. The Client is entitled at any time to dispose of all or part of the margin security on the Account by sending a Forex Company Orders (applications) for the payment of margin ensuring from the Client Account or Orders (applications) for internal transfer of the Client's margin ensuring to another Client Account.

10.4.2. All Orders for the payment of marginal ensuring, regardless of the method and sum of payment are considered up to 7 (seven) working days. In exceptional cases (suspicion of the dubious nature of the transaction with marginal collateral, at the time of elimination of technical failures, non-market quotations, etc.), the Forex company reserves the right to extend this period.

10.4.3. Forex Company reserves the right to impose restrictions on the minimum and maximum amounts of funds transfer, differentiated depending on the direction of transfer, the method and currency of the transfer. Information about such restrictions is posted on the Website of the Forex Company.

10.4.4. The Client understands and agrees that all commissions and other costs associated with the implementation of the method of write-off chosen by him can be paid at the expense of the Client. The Forex Company is not responsible for the period of transfer of funds to the Customer by the Payment Agents when executing payment instructions of the Forex company.

10.4.5. If a return of funds previously transferred to the Client on the basis of the Marginal Margin Payment Instruction is received to the Forex Company Account, then the Client's Account shall be credited with the return amount received to the Forex Company Account, with the associated commissions and other costs paid by the Client. deductions from the amount of credited return.

10.5. Orders for the crediting and payment of marginal collateral may be rejected by the Forex company if there are grounds for recognizing such transactions suspicious in accordance with these Rules.

11. Suspicious transactions with margin ensuring

11.1. The transactions with margin ensuring can be recognized by a Forex Company as suspicious in the following cases:

- abuse (2 or more times a month) by transferring funds without performing Transactions on a real Account;
- the unusual nature of the Transactions, which has no obvious economic meaning or an obvious legitimate aim;
- circumstances giving grounds to believe that transactions with margin ensuring are carried out to legalize (launder) proceeds from crime or finance terrorism;
- provision by the Client of inaccurate information during identification;
- the inability to communicate with the Client via the registration e-mail and telephone indicated by him;
- the Client's failure to provide information to identify the beneficiary, that is, the person for whose benefit the Client acts;
- submission of forged or invalid documents;
- transactions with margin ensuring in case of technical failures experienced by the Forex Company and / or supplier of quotes / liquidity;
- transactions when eliminating the consequences of non-market quotes for Instruments;
- transactions with margin ensuring in case of and / or subsequent arising of debt on the Client's Account.

11.2. The transaction with margin ensuring can be recognized by a Forex Company as suspicious based on the analysis of the nature of the transaction, its components, related circumstances and interaction with the client or his representative.

11.3. The Forex Company reserves the right to investigate the nature of suspicious technical transactions, as a result of which it is possible to suspend such transactions until the reasons for their occurrence are clarified and the investigation is completed.

11.4. In the course of such an investigation the Forex Company has the right to request from the client documents proving the identity of the Client (confirming the existence of the legal entity), payment, as well as other documents confirming the legal ownership and legal origin of the funds received as replenishment of the Client Account.

- 11.5. When identifying suspicious margin ensuring transactions the Forex Company may:
- refuse the client to conduct them by rejecting the relevant application;
 - limit the input and / or withdrawal of funds on the Client's Account in any way at the discretion of the Forex Company;
 - return the funds previously credited to the Client's Account to the same payment source from which the Client's Account has been replenished;
 - debit from the Client's Account the reimbursed commissions credited for the client's transactions;
 - terminate the agreement with the Client.

11.6. Refusal to conduct suspicious transactions with margin ensuring, as well as termination of relations with the Client when identifying suspicious transactions with margin ensuring, are not grounds for the emergence of civil liability of the Forex Company for violation of the terms of the Agreement entered into with the Client.

12. Communications

12.1. A Forex Company can use to communicate with the Client:

- postal services (mailing);
- announcement in the module 'News' on the Site;
- Notification in the Personal Account.

12.2. For prompt communication with the Client the Forex Company uses the Client's contact information provided during the registration of the Client or modified in accordance with the Rules. The Client agrees to accept messages from the Forex Company at any time. Any correspondence (documents, notices, confirmations, announcements, reports, etc.) is considered received by the Client:

- after 1 (one) hour from the moment of its sending to the e-mail address (e-mail);
- after 7 (seven) calendar days from the moment of sending the mailing;
- immediately after placing an ad in the 'News' module of the Site;
- immediately after placing the notice in the Personal Account.

12.3. The client can use to communicate with the Forex Company in accordance with the established mode of transaction indicated on the Forex Company Website:

- email;
- phone.

12.4. The Client undertakes to inform the Forex company in a timely manner about changes in the contact information by making the appropriate changes in the Personal Account or in any other way proposed by the Forex Company.

12.5. The Client understands and agrees that, in case of incorrect behavior of the Client in communicating with an employee of a Forex company, the Forex company reserves the right to unilaterally terminate the Agreement with the Client.

13. The procedure for voluntary pre-trial settlement of disputes arising from the execution of the Agreement

13.1. All disputes and disagreements between the Forex Company and the Client arising in connection with the execution of the Agreement are resolved through negotiations, and if agreement is not reached in this way, the Financial Market Development Association (ARFIN <http://arfin.by/>) or in court in accordance with the claims dispute resolution procedure. The claims dispute resolution procedure is considered to be complied with if:

- a) the form and content of the claim meet the requirements described in this module;
- b) the claim is sent to the registration address of the Forex Company;
- c) the Client has confirmation of receipt of the claim by the Forex Company;
- d) the response to the claim has expired. The deadline for responding to a claim is 30 (thirty) calendar days from the date of receipt of the claim by the Forex Company.

13.2. All claims / complaints must be filed in compliance with the following requirements:

13.2.1. the claim must be submitted in writing;

13.2.2. The following information must be indicated in the claim: Client's requirements; the sum of the claim and its reasonable calculation (if the claim is subject to a monetary assessment); the circumstances on which the requirements are based and evidence confirming them including reference to the violated, in the opinion of the Client, clause of the Agreement or these Rules; list of documents and other evidence attached to the claim; other information necessary to resolve the dispute;

13.2.3. the claim must be sent by the Client no later than the 3 (third) Working Day from the moment of the occurrence of the event that is the basis for the filing of the relevant claim. The client agrees that the delay in the submission of the claim is the basis for the refusal to consider it;

13.2.4. A complaint can be sent in a free form to the electronic address of the Forex Company listed on the Website, either by registered mail at the legal address of the Forex Company, or handed over to the authorized representative of the Forex Company against a signature.