FBS Agreement

Always
by your side

FBS Agreement

This FBS Agreement includes terms and conditions of all of the Company's services provisions in the sphere of the financial markets and financial tools either presenting or not presenting on the organized market. FBS Agreement is offered by Mitsui Markets Ltd. Address: 133 Santina Parade, Elluk, Port Vila, Efale, Vanuatu. Payment transactions are managed by HDC Technologies Ltd.; Registration No. HE 370778; Address: Arch. Makariou III & Vyronos, P. Lordos Center, Block B, Office 203

The following agreements constitute an integral part of the FBS Agreement:

1. Customer Agreement

2. Common Terms and Definitions

3. Any other applicable documents mentioned in these Agreements or in the section of «Information» on the Company's Website and in Personal Area.

This FBS Agreement should be carefully read by the Company's Client as they regulate the conditions of the Client's trading and non-trading operations along with all the relationship between the Client and the Company in general. By providing data for registration on the website or in the mobile application and creating a Personal Area on the Company's website the Client confirms and guarantees the fact of having familiarized with all provisions of this FBS Agreement, understood their meaning and unconditionally accepted them, as well as any agreements, policies and documents of the Company that are referred to in the text hereof. Rules and principles of the Client's personal data use and protection are regulated by the Company's Privacy Policy.

Customer Agreement

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 change or modification of personal data or expiration of personal identification documents, the Client is obliged within 3 business days to inform the Company of such changes/expiration. The notification must be sent by email containing the Client's first and last name, account number(s), phone, as well as Client's valid passport or ID and recent proof of residential address. The notification must be signed, scanned and sent to support@fbs.com from the email the Client submitted during his/her account registration. The Company has the right to request other verification documents in order to verify the Client and comply with applicable know-your-client regulations. Any delay or failure to comply with this clause shall amount to breach of these Agreement by the Client and can lead to closure of the Client's account(s).

- 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.

1.1.4. Each Client can have only one Personal Area (email) with completed identity verification. This applies in all following cases:

- if the Client registered on the Company website;

- if the Client registered in the mobile application;

- if the Client is a private person with a registered profile;

- if the Client is a director of a legal entity with a registered profile.

In cases when the Client needs to complete an identity verification for a new Personal Area, the Company cancels the verification of the previous Personal Area.

1.1.5. The Company will evaluate the application to open an account submitted by the Client for the purpose of becoming a client of the Company and will inform the Client whether or not the Client's application is accepted. The Company reserves the right, at its sole discretion and for any reason, to refuse and/or reject the Client's application(s) without being obliged to provide the Client with any explanation or justification.

1.2. Types of Accounts

FBS Agreement

The Company offers several types of Accounts with distinctive characteristics and features. The Company also reserves the right to change Accounts' features and eligibility criteria, and to make accounts unavailable at any time. The Company will provide prior notification of such changes on the Website, by email, or on the Trading Platform.

The Client can find a detailed description of the Account types on the Website.

1.3. Client's Representations.

1.3.1. The Client represents and warrants that he/she is free to enter into this Agreement, to perform each of the terms and covenants contained herein and that he/she is not restricted or prohibited, contractually or otherwise, from entering into or performing under this Agreement and that his/her execution of and performance under this Agreement is not a violation or breach of any other agreement between the Company and any other person or entity.

1.3.2. The Client understands and expressly agrees that the Company shall exercise its right to monitor activity of the Client and verify consistency of Client's behavior and trading activities on the Company's platform.

1.3.3. The Client further represents that he/she has complete understanding and is agreeing with all terms and conditions of this Agreement.

1.3.4. Translation of Documentation. A translation of any Company document into a language other than English is intended solely as a convenience to company's clients. The English version of any Company document will take precedence over any translated version in any legal proceeding. The Client must provide the relevant documentation or information to substantiate the chargeback cycle or compliance case in the English language or with an accompanying translation in English. The Client accepts and understands that the official language of the Company is English.

1.3.5. The Company has the right to deactivate and archive a trading account if it is not active for more than ninety (90) calendar days. "Active" includes but is not limited to logins to the trading platform, settings changes, withdrawals, trading, balance transactions. The Client can restore the trading account in the Personal Area. If the Company no longer supports the account type at the time of account reactivation, the trading account cannot be reactivated.

Demo accounts that have been deactivated for an extended time may be deleted. If deleted, the demo accounts cannot be restored.

1.3.6. Account Currency. When you open an Account with us, you will select the currency for your Account, which will be the Account Currency of your Account. All contracts will be conducted in the currency appropriate to the Contracts and converted into Account Currency at the prevailing spot rate for the purposes of calculating the components of your Account summary.

1.3.7. Currency Conversions. Any deductions and credits applied to your Account will be in your Account Currency. Where the relevant Base currency of the Instrument is different from your Account Currency, all calculations of deductions and credits will be undertaken in the Base currency and converted at the time of calculation into your Account Currency at the current currency conversion rate, of which we inform you in advance. We shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up will be defined on the Website.

1.3.8. The Client acknowledges that the Client is not a resident of the United States of America and the European Union.

If the Client registers the Trading Account or the Personal Account with the Company, by registering the Client agrees to waive the application of the laws and regulations of the European Union to the Client.

1.4 The Company reserves the right to reconcile financial operations on the Client's Trading Accounts and payment systems in order to see the genuineness and consistency of the Client's trading activities on the Company's Trading Platform.

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, MetaTrader 5 and FBS Trader 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 the MetaTrader 4, MetaTrader 5 or FBS Trader only.

2.3. Company's services include MetaTrader 4, MetaTrader 5 and FBS Trader 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 energies and indices 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, Energies and Indices;

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 being 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 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) For instruments with fixed spread or fixed commission for order opening with no spread, the Company reserves the right to change to "Close only" mode and decline new requests for order opening with the comment "Trade is disabled" in case spread on the basic contract exceeds the size of fixed spread or commission amount.

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

3.3. 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. In case of trading those energies and indices contracts that have limited period of trading (expiration date), all orders executed on one contract will be closed by the last quote.

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.

3.3.8 For instruments with fixed spread or fixed commission, the Company reserves the right to increase spread in case spread on the basic contract exceeds the size of fixed spread.

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.

3.5.5. In the event that an Instrument becomes subject to a corporate event as set out below, the Company will take the appropriate steps to adjust your trading account for the effect of the event on your position, preserving the economic equivalent of the rights and obligations attached to your transaction and/or contract with the Company, on the ex-date of the event (i.e., the day the affected instrument's price will incorporate the effect of the event.

Corporate events shall include the following:

(a) Dividends; if an underlying instrument grants dividends (CFD Cash Index or stock), a cash adjustment will be made, equivalent to that paid to clients with an open position in the Underlying Instrument.

The operation of accruing or writing off dividends is performed as a separate balance sheet operation and depends on the direction of the position. If the position is Sell, the dividend sum is written off; if it is Buy, the

dividend sum is accrued. We try to make such adjustments as timely as possible. However, as we are dependent on notification from an external third party, we shall not be liable for the consequences of any delayed adjustments.

(b) Takeovers or mergers (including spinoffs), depending on their terms may result in a cash adjustment similar to that of dividends;

(c) Any other event of a similar nature to the aforementioned events that may have a concentrating or dilutive effect on the market value of the instrument.

3.5.6. If the Company receives notice or becomes aware that the underlying instrument for any instrument held by you in the Account may be delisted and/or withdrawn and/or canceled from any exchange (or any part of any exchange) and the Company considers that it will be unable to provide instruments in respect thereof, it will endeavor to close any open orders on your behalf at such time, price and in such manner as it determines, including but not limited to on the basis of the last quotation available.

3.6. Mandatory position closure.

3.6.1. If the Margin level is lower than 40% (lower than 100% for crypto-based CFD) in a client's account, a margin call occurs. The Company is entitled but not liable to close Client positions. The decision to close positions is made by the server.

3.6.2. The Company is entitled to mandatorily close open Client positions without prior notification if a Margin level is less than or equal to 20% (80% for crypto-based CFD instruments) of the margin necessary to maintain 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. 3.6.2. 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. If the Client's account has a negative balance after a mandatory position closure, compensation will be added to the account, setting the account to zero. However, in exceptional cases (when the Company considers the Client's actions intentional), the Company reserves the right to demand a debt payment from the Client in the amount equal to the compensation added to the account.

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. The Client has the right to change the leverage at any time, including when the account is in trading mode (when there are open orders).

3.7.2. The Company is entitled to change leverage at any time without prior notification on any or all of Accounts depending on the sum of equity on each or all of Client's trading accounts in accordance with clause 3.7.3. of the Agreement.

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

Client's equity (USD or EUR)	Leverage*	
	Standard account	**Cent account**
0 – 199	1:3000	1:1000
200 – 1999	1:2000	
2000 – 4999	1:1000	
5000 – 29 999	1:500	1:500
30 000 – 149 999	1:200	1:200
150 000 or more	1:100 1:50 1:25 1:10 1:5 1:1	1:100 1:50 1:25 1:10 1:5 1:1

*the maximum level of leverage may be different if required by the laws of the client's country.

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. The leverage for trading metals, indices, and energies derivatives in any trading account is set at:

● 1:500 for derivatives on all metals;

● 1:200 for indices and energy derivatives;

● 1:100 for stock CFDs;

● 1:5 for crypto-based CFDs.

For silver, gold, palladium, platinum, indices, energy derivatives, crypto-based instruments, and stock CFDs, the leverage cannot exceed that stated in clause 3.7.3.

Margin requirements, as specified in this clause, may vary depending on the size of the position. Further details can be found in the specification of an individual symbol.

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 to 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 lower quote than the current one at th e 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. Should irregular market situations occur, the trading with a certain tool may be stopped mandatorily, 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 GTC 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.

4.3.5.1. If the order is executed in irregular market conditions, Stop levels may be increased.

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.

4.4.6. If three months have passed after a Client has submitted a pending order, and the account has an insufficient margin level to open the order, the Company has the right to delete the pending order from the account without prior notice.

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/ slip);

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/ slip);

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.

g) Buy and Sell orders are generally executed at the initial quotes after the price gap.

In case an order is executed at a price valid before the price gap, the Company reserves the right to reconsider the order data and execute it at the initial quotes after the price gap.

h) Buy and Sell orders can be closed at the initial quotes after the price gap.

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 favor of the Client or not. In this case, the order will be accompanied by the "slip" comment.

4.5.4. In case any two of the following conditions are met simultaneously on the Client's account:

a) Margin level does not exceed the consequent of the leverage ratio currently set on the account;

b) 60% or more of total position volume is placed at one trading tool and in the same direction (sell or buy);

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

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).

5. Deposits and Withdrawals

5.1. The Client may deposit and withdraw funds into the Client Trading Account at any time during the course of this Agreement by using any of the payment methods available in the Personal Area from time to time. Minimum deposit requirements as well as withdrawal commissions can be found in the Personal area. The Company shall not accept third-party or anonymous payments in the Client Trading Account.

5.2. The Client shall understand and agree that if the Client uses one method of payment, they will use the same method to withdraw funds unless this is justified at the Company's discretion. The Company's discretion may be exercised, for example, if a bank card is used as a depositing method, the funds can be withdrawn to the same card within 1 (one) calendar year. After the calendar year, the withdrawal of funds to the bank card will not be available, the Company will offer the Client alternative ways of withdrawal.

If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals.

5.3. The Company shall have the right to request from the Client additional information and/or documentation at any time to confirm the origin and/or source of funds deposited into the Client Trading Account. This includes but is not limited to: the source of income and source of funds, a video with an identification document, and proof of address. The Company has the right to suspend trading operations on the Client's Trading Account for the time of submission and verification of documents. Verification of documents can last up to 14 calendar days. The Company shall have the right to reject a deposit or a withdrawal of the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected. The Company has the right to terminate the Agreement with the Client without explaining the reasons and to refuse to provide services to the Client based on the results of the verification in accordance with the internal AML policy.

5.4. The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Personal Area are not followed.

5.5. The Company has the right to refuse deposit and withdrawal operations in the cases if the email, telephone number, identity, address, and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.

5.6. If the Client makes a deposit, the Company shall credit the relevant Client Trading Account with the relevant amount actually received by the Company as soon as practically possible after the amount is cleared in the relevant account of the Company.

5.7. If the funds sent by the Client are not deposited in the Client Trading Account when they were supposed to, the Client shall notify the Company and request the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from

his Client Trading Account or paid directly to the third party performing the investigation. The Client understands and agrees that in order to perform the investigation, the Client shall have to provide the Company with the requested documents and certificates. The Client realizes and accepts that the Company only assists in the investigation but is not responsible for any funds that are not directly deposited into the Company's accounts.

5.8. Without prejudice to the rest of the provisions of this Agreement, the Company will effect withdrawals of Client funds upon the Company receiving a relevant request from the Client.

5.9. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Trading Account, the Company shall process the transaction request without undue delay and, where feasible, not later than three (3) Business Days, if the following requirements are met:

5.9.1. The withdrawal instruction includes all necessary information;

5.9.2. The instruction is to make a transfer to the originating account from which the money was originally deposited in the Client Trading Account, or in case of a disputable situation to an account belonging to the Client (following submission of the relevant evidence);

5.9.3. The account where the transfer is to be made belongs to the Client;

5.9.4. At the moment of payment, the Client has available funds in his Client Trading Account;

5.9.5. There is no Force Majeure event that prohibits the Company from effecting the withdrawal.

5.9.6. The Client has satisfied any requests from the Company in relation to Know your Customer (KYC), etc.;

5.9.7. The Client's Personal Area and/or Account are not blocked, or the Agreement is not terminated due to the Client's violation of the Agreement.

5.10. It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.

5.11. The Company reserves the right to decline a withdrawal request of the Client, asking for a specific transfer method, and the Company has the right to suggest an alternative.

5.12. All payment and/or transfer charges may be borne by the Client, and the Company shall debit the relevant Client Trading Account for these charges.

5.13. Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for fund withdrawal from the Personal Area, and the Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of transfer following the execution of the withdrawal request.

5.14. In exceptional cases, if the Client requests a withdrawal to an account other than the account from which the deposit was made, the Client warrants that the details provided are correct, that the account can be funded, that the account belongs to the Client, and that the account is in the actual possession of the Client. The Client is solely responsible for the payment details provided by the Client to the Company, and the Company does not accept any responsibility for the Client's funds if the payment details the Client has provided to the Company are incorrect or incomplete.

5.15. However, the Company reserves the right, at its sole discretion, to carry out all necessary checks and take measures to ensure that the account actually belongs to the Client.

In that connection, the Company reserves the right, at its sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or (c) to require that further documentation be submitted, as required by applicable Anti-Money Laundering Legislation and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request. If the Client fails to provide confirmation within 7 (seven) days that the account to which the withdrawal is requested belongs to him, the Company has the right to block the Client's Trading Account and not to make a withdrawal until the Client provides sufficient confirmation.

5.16. Without prejudice to the rest of the provisions of the Client Agreement, in the case of the Client Trading Account being closed, its balance will be withdrawn proportionally to the accounts from which deposits were made.

5.17. Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method are exceptions to the aforementioned paragraph. In the case of unlawful action(s), the Company may refund the remaining balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

5.18. Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Personal Area. The Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the transfer period. 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 six (6) digits and the last four (4) digits of the card number, the cardholder's name, and the expiry date.

5.19. The Company reserves the right to set the minimum deposit amount and minimum withdrawal amount in accordance with the requirements of the payment service provider. The minimum and maximum amounts of deposit and withdrawal are specified on the payment form. Please check the payment service provider's requirements in advance. Deposits below the minimum amount, as well as those sent by mistake or from an incompatible payment method may result in the loss of funds; deposits below the minimum amount shall be considered non-refundable. The Client acknowledges that the Client risks losing funds if the sent amount is below the minimum deposit. The Client acknowledges and agrees that the Company will not be able to process a withdrawal request if the requested amount is less than the minimum withdrawal amount set by the payment service provider. Before submitting a withdrawal request, the Client should ensure that the requested amount is equal to or above the minimum amount required for each withdrawal method. The Client agrees that their funds are subject to forced withdrawal if the Company blocks the Client's Trading Account and Personal Area. The Client also admits the Company's right to block the Client's Trading Account and Personal Area without carrying out a withdrawal if the Client's funds are below the minimum withdrawal amount set by the payment service provider.

Internal transfer:

5.20. The Client may request a transfer of funds to another Trading Account, provided the latter trading account supports the relevant fund deposit/withdrawal method. Internal transfer shall be executed only between accounts of the same type or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.

5.21. The Company shall process the transfer of funds to another Trading Account in the currency of that Trading Account.

5.22. If an error in the request for the transfer of funds to another account was made by the Client, and this resulted in the Company depositing funds into an incorrect Trading Account, the Client may not be refunded.

5.23. The Company may decline any internal transfer without any reasoning in its sole discretion.

5.24. Transfer between third parties is not possible except for internal transfers between a Partner and his clients that are processed manually as well.

Chargeback

5.25. If the Client initiates chargeback (either intentionally or in error) for any deposit made by the Client to the Account, the Company reserves the right to debit the amount of the chargeback initiated by the Client from the Account balance until a decision on the chargeback is received.

Also, if the Client places chargeback (either intentionally or in error) for any deposit made by the Client to the Account, the Company reserves the right, upon receipt of the refund, to charge the Account a "100 US Dollars - investigative expense" to Client's Account upon receiving the chargeback by Company's merchant provider to cover Company's investigative expenses to prove that the Client did make the deposit, and the Client hereby authorize the Company to charge this amount to Client's credit card.

The Company does not tolerate credit card fraud, and all fraud, without exception, may be prosecuted through criminal proceedings in Client's local jurisdiction to the fullest extent of the law. In addition, the Company may pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, and loss of revenues.

Fraudulent transactions are immediately canceled after being detected. Any active Orders associated with the same fraudulent credit card will also be canceled immediately.

The Company considers credit card chargebacks to be fraudulent if the Client makes no reasonable effort to work with us to resolve any problems with Client's deposit. When the Company detects questionable activity related to a deposit that is being made in the Account, the Company will perform fraud detection checks on the deposit to reduce Client's exposure to risk; during this time, the Client won't be able to access Client's Account.

If the Company determines that a deposit is high-risk or doesn't comply with Company's fraud and security policies, the deposit will immediately be canceled, and the funds will immediately be refunded to the credit/debit card from which the deposit was initially made.

Furthermore, in such instances, the Company reserves the right, at Company's sole discretion, to close any and all of Client's Account(s) immediately. Any active Orders associated with the same fraudulent credit card and/or the Account will also be canceled immediately.

6. Commission and other costs

6.1. The Client shall pay the Company commissions and other charges in the amounts set out in the specifications. The Company will publish the level of all current commissions and other charges on the Company's website.

6.2. The Company is entitled to change the commission amount and other charges without prior notice to the Client. Any changes will be published on the Company's website.

6.3. Provided that all applicable rules and regulations of the Company are complied with, the Company shall not be obliged to disclose to the Client any reports of profits, commissions, and other fees received by the Company from the Client's trading, except in the cases specifically mentioned in this Agreement.

6.4. Islamic accounts, referred hereinafter as "Islamic account" or "Swap Free," are provided on the following terms:

6.4.1. For long-term strategies, the Company charges a fixed weekly commission starting from the second Sunday if the order wasn't closed by that day. The weekly commission is fixed and determined on the Company website. This commission is not an interest and depends on whether the trade is open to buy or sell.

6.4.2. Upon detecting:

- the usage of an Islamic account (Swap Free) for performing arbitrage orders; and/or

- the use of the carry trade-related strategies; and/or

- an inappropriate usage or purposeful usage of an Islamic account (Swap Free) to make additional profits,

the Company reserves the right to revoke the Swap Free status granted to any real trading Account at any time without being obliged to provide any explanation or justification.

Furthermore, in the event that we detect any form of abuse, fraud, manipulation, or other forms of deceitful or fraudulent activity in regard to any Swap Free Account, including those referred to in clause 6.4.2 of any client, we reserve the right, at any time and with immediate effect, to:

a) revoke the Swap Free status from any and all real trading Accounts of such client that have been converted to a Swap Free trading Account; and/or

b) correct and recover any un-accrued swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such client's Swap Free trading Accounts during the period for which such Accounts were converted into Swap Free trading Accounts; and/or

c) close all trading Accounts of such Client, nullify all trades carried out in such Client's trading Accounts and cancel all profits or losses garnered in such Client's trading Accounts.

6.5. Clients are not allowed to use Swap Free Accounts to make profits from Swaps and may not request the payment of any swap amounts that have been lost as a result of converting their real trading Account(s) into one or more Swap Free Account(s) for the period during which their real trading Account(s) has/have been converted into one or more Swap Free account(s).

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 in an email to support@fbs.com. 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 and the Client's accounts may be terminated in the following cases:

a) Client fails to answer to any and/or all requests of the Company within 5 days from the day they were received.

b) The Company discovers that the Client was using multiple devices while accessing the Company's platform and/or accessing the platform from multiple IPs which would be inconsistent with ordinary Client behavior and/or would raise suspicion that the Client's accounts were compromised and/or used by unauthorized third parties.

c) The Company has reasonable grounds to believe that the Client willingly provided access to his accounts to third parties.

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 in an email via quality@fbs.com. 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. Should 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. The Client Agreement and each contract between the Company and the Client will be governed by and construed in accordance with the law of Belize. The Client and the Company submit, for the benefit of the Company only, to the exclusive jurisdiction of the law of Belize. For the avoidance of doubt, this clause 8.5.3. will not prevent the Company from commencing proceedings in any other relevant jurisdiction.

8.6. Should the order of the Client be open, closed or changed due to the off-market quote, the Company reserves 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:

9.1. 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.

9.1.3. The Client should acknowledge that he runs a risk of incurring partial losses or all his/her initial capital as a result of the purchase and/or sale of any Financial Instrument. The Client accepts that he is willing to undertake this risk and agrees that he/she will not be able to refund lost funds.

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 a 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 an 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. An attempt 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 transaction processing delay

9.7.1. The Client accepts all risks of financial losses due to any transaction processing delays on the side of the payment systems.

9.7.2. In case of such transaction processing delay, the Client is fully liable for consideration of all risks related to insufficient balance on the trading account and has the option of processing the payment via an alternative payment system.

9.8. Risk of force majeure circumstances

9.8.1. 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. Termination and default

11.1. In case of the Client's violation of any of the provisions of the Agreement, the Company also reserves the right to terminate the Agreement between the Parties, to block the Client's Trading Account, and to cancel all the Client's profit. Thereafter, the Company withdraws the remaining balance, excluding the Client's profit, to the Client's payment system in accordance with section 5 of the Agreement within two (2) business days after the termination. Termination of the Agreement means the termination of the Company's obligations to the Customer. In accordance with the terms of this Agreement, the rules and provisions of this Agreement regarding data protection shall remain in force regardless of the termination of the Agreement.

11.2. In case the Company becomes aware of the Client's death or incapability, the Company has the right to terminate the Agreement and to block the Client's Trading Account. The right to withdraw the remaining balance from the Client's Trading Account is granted only to the Client's heirs in accordance with applicable law and with documents issued by the competent authorities. The Client's heirs cannot access and use the Client's trading account.

11.3. The Company considers any of the following a breach of this Agreement by the Client if the Company suspects that the Client has carried out any of the following prohibited activities:

• suspicion of actions that can be considered, at the Company's sole discretion, to be any form of market abuse and/or market misconduct and/or insider trading and/or creating a disorderly market and/or using prohibited trading techniques;

• trading strategies or operations aimed at exploiting delays in prices, errors in prices, spreads, trading, commissions, third-party commissions, or other trading conditions, and/or strategies or operations aimed at concluding trades at off-market prices or any other technical error, or at taking advantage of internet delay;

• coordinating with other clients with the purpose of affecting the market;

• operating two or more accounts under different registration data as mentioned in clause 3.6.6, or multiple account operations that include (i) using/indicating the same IP address/e-mail address/phone number/etc, (ii) showing the same deposit and withdrawal patterns, (iii) accounts showing similar or identical trading patterns, or (iv) accounts sharing the same device or any other forms of deceitful or fraudulent activity;

• opening a Trading Account fraudulently;

• actions that could likely allow irregular and/or unauthorized access to the Trading Platform or the Personal Area;

• any actions that will or may violate the integrity of the Trading Platform or cause such system(s) to malfunction;

• involving the Company in any kind of credit/debit card fraud, including but not limited to the situation where, for any reason, a claim, dispute, and/or chargeback being received by any payment service provider and/or method;

• involving the Company in any type of fraud or illegal activity or being at risk of involving the Company in any type of fraud or illegal activity, such risk to be determined by the Company;

• engaging in money-laundering activities or, terrorist financing, or other criminal activities.

11.4. Without prejudice to any other provisions herein, if the Company believes that the Client has committed or attempted to commit any of the activities specified in clause 11.3. of the Agreement, the Company, at its absolute discretion, at any time and without prior written notice, is entitled to take one or more of the following actions:

• withhold any funds suspected to have derived from any such activities or related to any such activities;

• make any appropriate corrections or adjustments to the Client's Trading Account;

• take away/terminate/cancel or modify any standard and/or customized trading conditions or advantages that have been offered to the Client;

• suspend all transactions of deposits or withdrawals;

• temporarily limit and/or restrict and/or ban any deposit payment methods available for the Client;

• charge the Client for the carried out operations to deposit/withdraw funds;

• request additional information and/or documentation from the Client at any time;

• suspend and/or close the Client's Trading Account;

• restrict or block the Client's access to the Trading Platform;

• terminate this Agreement;

• confiscate any profits and/or revenues earned directly or indirectly by engaging in such prohibited trading activity and/or charge the Client additional fees in these cases;

• charge you an amount equal to the charges associated with your transactions and/or reserves the right to charge you an amount equal to five (5) percent of the total amount of your withdrawals and/or deposits to cover the Company's cost of transaction fees;

• withhold any funds suspected to have derived from any such activities or related to any such activities;

• refund the original amount of deposit, excluding any deposit and withdrawal charges;

• take such other action as the Company considers appropriate.

Any dispute arising from such prohibited activity will be resolved by the Company at its sole discretion, in the manner that it deems fairest to all concerned parties. The Company's decision shall be final and/or binding on all participants (i.e., the Client, other clients of the Company, and the Company).

11.5. The Company may terminate the Client Agreement, and close the Client's Trading Account and any position at any time by giving you five (5) days' written notice. This right is in addition to any other right to terminate Client Agreement or close Client's Trading Account.

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Common terms and definitions

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). 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: - a start of the war or military actions; - a publication of economic parameters for countries, whose economy has a great influence over the condition of the world economy; - a declaration of the decision on the interest rates by central banks and their committees; - speeches and press-conferences by Central Bank directors, finance ministers and presidents of countries which economy significantly influences the state of the world economy; - currency interventions by state organizations; - terroristic acts of a national (state) level; - natural disasters, which cause impose emergency rules (or similar limiting

rules) at the victim territories;

- political or force majeure events: resigns and appointments (including the ones as a result of elections) of representatives of executive departments of government;

- other events, which significantly influence the dynamics of a tool rate.

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; 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.
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; 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; - a quote roll-back within a short period of time to an initial level creating a price gap; - a lack of a rapid quote movement before this quote appeared; - the moment of a quote appearance, there are no macroeconomic events and/or corporate news which could significantly influence the tool rate. 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 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: 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, 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; 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: - Bid of the current quote is bigger than Ask of the previous quote; - Ask of the current quote is smaller than Bid of the previous quote.
Price gap at the market opening	Any of the two situations: - Bid of the today's opening market quote is bigger than Ask of the yesterday's closing market quote; - 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: 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: 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: - 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.
Slippage	Slippage refers to the difference between the expected price of a trade and

the price at which the trade is executed.

Slippage can occur at any time but is mostly prevalent during the periods of higher volatility when market orders are used.

It can also occur when a large order is executed but there isn't enough volume at the chosen price to maintain the current bid/ask spread.

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