

APPROVED

By order of the director of
CJSC «FinTech Solutions»
dated the 12th of December 2022,
No.74-OD

RULES

for conducting operations involving non-deliverable over-the-counter
(OTC) financial instruments in CJSC «FinTech Solutions»

1. Terms and Definitions

1.1. The Rules for conducting operations involving non-deliverable OTC Financial Instruments in CJSC «FinTech Solutions» (hereinafter referred to as the Rules) have been developed in accordance with the Edict of the President of the Republic of Belarus No.231 «On Carrying out Activities in the Over-the-counter Forex Market» dated June 4, 2015, Decree of the Board of the National Bank of the Republic of Belarus No.69 «On Approval of the Instruction on Setting Requirements for Organizing Internal Control and Risk Management in Forex Companies, the National Forex Center» dated February 12, 2016, Decree of the Board of the National Bank of the Republic of Belarus No.64 «On Approval of the Instruction on the Requirements for Content of the Rules of Conducting Operations involving non-deliverable OTC Financial Instruments Approved by Forex Companies, Banks, Non-bank Financial Institutions, the National Forex Center» dated February 9, 2016, Decree of the Council of Ministers of the Republic of Belarus and the National Bank of the Republic of Belarus No.123/5 «On Determining Underlying Assets in conducting operations involving non-deliverable OTC Financial Instruments» dated February 15, 2016, and other applicable legislative acts.

1.2. The Rules shall establish the procedure of conducting operations involving non-deliverable OTC Financial Instruments by CJSC «FinTech Solutions» (hereinafter referred to as the «Forex Company»). Conducting operations involving non-deliverable OTC Financial Instruments (hereinafter referred to as the «Operation») shall be an OTC operation and shall consist of the following two parts – opening and closing the position. It shall not provide any rights nor shall it impose any obligations to buy (sell) the underlying asset, but creates the obligation to pay (the right to receive) the amount

of the difference between the price of the underlying asset at the time of opening the position and the price of the underlying asset at the time of closing the position.

1.3. The following terms and definitions shall be used for the purposes of the Rules:

Ask shall mean the higher price in the quote. The price at which the Client can buy a financial instrument.

Bid shall mean the lower price in the quote. The price at which the Client can sell a financial instrument.

Personal Account (Client's ID) shall mean the Client's account with a unique number, opened on the platform for storing Client's personal data as well as the history of conducted Operations, executed and cancelled orders, funds deposits/withdrawals etc. In order to track the information regarding balance as well as required margin, Client opens dedicated accounts in a specified currency.

Base currency shall mean the first currency in the currency pair, which the Client can buy or sell for the quote currency.

Quote currency shall mean the second currency in the currency pair, which the Client can buy or sell for the base currency.

Account currency shall mean the currency which is used to nominate and measure the amounts of all operations on the Client's account.

Currency pair shall mean the object of conducting operations involving non-deliverable OTC Financial Instruments which is the ratio between the values of two foreign currencies (the base currency and the quote currency).

Long position (Buy) shall mean an open position in which the positive financial result of the Operation for the Client is achieved in case of a positive change (increase) in the price of the underlying asset.

Closed position shall mean the second part of the Operation conducted by sending an order to the Forex Company to fix the price of the underlying asset or by self-fixing the price of the underlying asset by the Forex Company when the Client's margin level is insufficient to maintain an open position, or in other cases stipulated by these Rules and (or) the Agreement on conducting operations involving non-deliverable OTC Financial Instruments with the Forex Company.

Client shall mean the individual or the legal entity that has concluded the Agreement on conducting operations involving non-deliverable OTC Financial Instruments with the Forex Company.

Overnight commission fee shall mean the remuneration paid for the transfer of an open position to the next day (trading day).

Short position (Sell) shall mean an open position in which the positive financial result of the Operation for the Client is achieved in case of a negative change (decrease) in the price of the underlying asset.

Quote shall mean the price of the underlying asset at a certain point in time, expressed in the form of Bid and Ask.

Limit order is a type of pending order that represents a Client's order to Buy a financial instrument at a price not exceeding a certain level or to Sell it at no less than a certain price (the so-called «or better» for any direction). This gives the Client control over the price at which the Limit Order is executed, however, such a Limit Order may never be executed. Limit order will be executed when the market price reaches the level specified within the order and will be executed at the specified price or better, provided there is sufficient liquidity. If there is insufficient liquidity, the limit order will be partially executed, and the remaining amount will remain in the order book until it is fully executed or canceled. Limit orders can have Take Profit and Stop Loss orders attached.

Log file shall mean the file in which, up to a millisecond, all requests, instructions received from the Client, as well as the results of their execution are recorded.

Leverage shall mean the ratio between the amount of funds indicated in the Client's order to fix the price of the underlying asset when opening a position and the amount of Margin Used to maintain the open positions.

Margin Requirement («Margin») shall mean a part of the funds in the Client's account required for opening a position.

Operational day shall be the time interval from 00:00:00 to 23:59:59 UTC+3, except for days off and holidays.

Order shall mean the Client's order to carry out certain actions in the Platform in relation to the Operations they conduct (for example, fixing the price of the underlying asset, establishing (changing) the Stop Loss levels and/or Take Profit) levels.

Stop Loss Order shall mean the Client's order in case of change in the price of the underlying asset unfavorable to the Client in order to fix losses, to close a certain open position when the current price of the underlying asset reaches the established price level (the Stop Loss level). At the same time, the order is fulfilled at long positions at the bid price (Bid), and at short positions - at the demand price (Ask). When the Stop Loss level is reached, the Stop Loss order is executed as a market order at the best price available for the volume that the Client wants to buy or sell. The Forex company does not guarantee the execution of the Stop Loss order at the price specified in it.

"Guaranteed Stop Loss" order - is an order of the Client in the event of an unfavorable change in the price of the underlying asset for the purpose of fixing losses, to close a certain open position when the current price of the underlying asset reaches

the set price level (the guaranteed Stop Loss level). By accepting the "Guaranteed Stop Loss" order, the Forex Company guarantees that it will close the Client's position exactly at the price specified in the order. An open position can be closed by the Client until the guaranteed stop loss level of the order is reached. Since the Client is guaranteed the closing price set by him in the "Guaranteed Stop Loss" order, the Forex Company charges a commission in case of order execution. The "Guaranteed Stop Loss" order can be added to market orders, already open positions, or to pending orders that open positions (Stop and Limit Orders). The Client can add/set a "Guaranteed Stop Loss" order only when the "normal" position accounting mode is set on his/her account. If the position is opened by the Client, during the operation of the "hedging" position accounting mode on the account, it is impossible to add a "Guaranteed Stop Loss" order to such a position in the future, even if the trading mode is changed to "normal". The position accounting mode is configured by the Client in the Platform independently.

Take Profit order shall mean the Client's order in case of a favorable change in the price of the underlying asset for the purpose of profit-taking to close a certain open position when the current price of the underlying asset reaches the set price level (Take Profit level). At the same time, the order is fulfilled at long positions at the bid price (Bid), and at short positions - at the demand price (Ask). When the "Take Profit" level is reached, the "Take Profit" order is executed as a market order at the best price available for the volume that the Client wants to buy or sell.

The Trailing Stop order is a special type of Stop Loss order that automatically follows the Client's positions if the market moves in favor of the Client. If the market moves against the Client, then the "Stop Loss" level does not move. The "Trailing Stop" order sets the stop level not at a certain price, but at a certain distance from the current market price. It will be placed below the current market price if the Client opens a long position on the underlying asset, and above the current market price if the Client opens a short position. The "Trailing Stop" order is placed at a certain distance from the market price, expressed as a percentage or in points. This distance is called the trailing step and it remains unchanged when the market price moves. If the client's position moves in favor of the Client, the "Trailing Stop" order is moved automatically.

The open position shall mean the first part of the Operation carried out by sending an order to the Forex Company to fix the price of the underlying asset.

Pending order shall mean the order to fix the price of the underlying asset in the future under specified conditions given by the Forex Company's Client.

Floating profit/loss shall mean unrecorded profits (losses) on open positions at current values of quotes.

Price slippage shall mean the market conditions under which it becomes impossible to accurately execute the Client's order at the price desired by the Client. If execution is conducted under better conditions than those expected by the Client, the

so-called «positive slippage» occurs, while «negative slippage» occurs under the worst conditions.

Point shall mean a low-order unit in the underlying asset quote.

The Working hours shall mean the working day duration of the Forex Company (the 4 time period is from 9:00 a.m. to 6:00 p.m. daily, except for weekends and holidays, as well as other days declared as holidays or days off in the prescribed manner).

The Market order is a Client's order to immediately buy or sell a certain amount of the underlying asset at the best available market price for this volume. A market order can be executed by a Forex Company at a price worse than the price quoted by the Forex Company at the time of its placement. This type of order does not allow the Client to control the price at which it will be executed. Market orders can be placed only during the session of a financial instrument. If there is insufficient liquidity for the amount of the underlying asset specified in the order, the market order will be partially executed, and the remaining amount will be canceled by the system.

Forex Company website shall mean the website of the Forex Company located on the Internet at: <https://capital.com.by/>.

The financial instrument session is the time interval when conducting operations involving non-deliverable OTC Financial Instruments is allowed in the platform.

Stop orders are a type of pending order, which is a Client's order to open a position at a price worse than the current market price. The price indicated in the order is a Stop level. When the Stop level specified in the order is reached by the market price, the Stop Order will be triggered and sent for execution. The strike price may be better or worse than the Stop Level set by the Client, depending on the liquidity available on the market. Stop orders can be placed only during the session of this financial instrument. Stop orders can be cancelled at any time, even when the market is closed. To change a market stop order, the Client must cancel the existing one and place a new Stop Order, if market conditions allow it. Stop orders can be valid during the operating day (Good For Day (GFD)) or can be valid until cancelled (Good Til Canceled (GTC)). A stop order can be partially executed if there is not enough liquidity to cover the entire order at the time of triggering the stop order.

Tick shall mean the minimum possible change in the price of the underlying asset.

The Margin Call level shall mean the margin security level value established by the Forex Company, the achievement of which means a low level of deposit of the Client and the need for its increase due to contribution of additional cash by the Client. Upon reaching the Margin Call level, the Client receives a notification by email, the

ownership of which by the Client is confirmed to the Forex Company as part of execution of the Agreement.

The Stop Out level shall mean the minimum value of the Margin security level set by the Forex Company, upon reaching which the Client's open positions are forcibly closed (due to insufficient funds to maintain them) by self-fixing the price of the underlying asset. The procedure for the forced closure of the Client's positions shall be determined by these Rules and the Agreement. The Stop Out levels shall be set in the Platform parameters.

Platform (investment platform) shall mean the specialized software and hardware complex, through which the Client can conduct Operations via the Internet, including to agree about the essential conditions of the Operations with the Forex Company and record the agreed terms and content of the placed and canceled orders. The platform allows the Client to receive financial information from international financial markets, send inquiries to the Forex Company, and receive confirmations and reports from it. The platform shall provide identification of the Parties (confirmation of the authenticity of the Parties) exchanging messages, as well as confidentiality and integrity of the messages themselves using the built-in cryptographic protection. The specified software and hardware complex shall include the online platform and its mobile application, as well as other systems used by the Forex Company for the purpose of performance of the Agreement. The services stipulated by these Rules shall only be rendered after the inspection at the National Forex Center of the Republic of Belarus, as a result of which the specified software and hardware systems are found to meet the requirements established by the National Bank of the Republic of Belarus.

The Manifest Error is any error that, in the opinion of a Forex Company, is obvious and (or) tangible. When deciding whether an error is manifest, the Forex Company acts reasonably and may take into account any relevant market practices and/or any relevant information, including, but not limited to, the state of the relevant underlying market (markets) at the time of the alleged Manifest error, and / or any related error in any source of information or statement on which the Forex Company (or the liquidity provider of the Forex Company) bases its quotes or forms other conditions for conducting operations. If, at the discretion of the Forex Company, it is decided to change the terms of any Operation with a Manifest error, these changes will reflect the conditions that, in the reasonable opinion of the Forex Company, would be fair at the time of the operation.

2. Underlying Assets

2.1. The Forex Company conducts Operations with the following underlying assets: foreign currency, precious metals, oil, securities, stock index values, futures contracts.

2.2. The full list of financial instruments offered by the Forex Company to Clients for conducting operations involving non-deliverable OTC Financial Instruments are specified in the Annex 1 to these Rules.

3. The Procedure of receiving Quotations (prices) and Quotation Sources used by the Forex Company

3.1. The Forex Company receives the information about the quotes (prices for underlying assets) from liquidity providers, with which the relevant contracts for conducting operations involving non-deliverable OTC Financial Instruments are concluded.

3.2. The quotes (prices) published on the website and broadcast on the Forex Platform for all financial instruments are indicative and displayed in real time. The quotes are generated by market conditions and the liquidity is provided by liquidity providers. Real time quotes (prices) on the Forex Company's Platform may differ from those received from other sources.

3.3. Quotes are set in the streaming mode, which implies a mechanism for providing information about quotes to the Client without a request, when the Client sees an indicative quotation flow in the real time for which they can send an order for an Operation at any time.

3.4. The quotation (price) provider for the Forex Company shall be Capital Com SV Investments Limited registered under the law of the Republic of Cyprus, registration number HE 354252.

4. Methods of Interaction with the Client. The procedure for Providing the Clients with the Information Required for Conducting Operations

4.1. The tools of communication used by a Forex company to receive, process and execute Clients' orders to fix the price of the underlying asset is the Platform and (or) its mobile version. The Client can access the Platform by entering the login and password. The procedure for storing information on such orders is reflected within the clauses 4.7., 4.8. of these Rules.

4.2. Submission, processing and execution of Clients' orders is carried out via the Platform. Thus, the Platform allows the Client to coordinate the essential conditions of the Operations and record the agreed conditions with the Forex Company. Accordingly, the Platform reflects the Operations conducted by the Client, open positions, pending orders, as well as other actions of the Client stipulated by these Rules, the Agreement and the Regulations.

4.3. The Platform keeps record of the funds in the Client's account in terms of the following parameters: Funds (Balance), Equity, Margin, Free Margin (Available).

Funds (Balance) = amount of funds on Client's account.

Equity = amount of funds on Client's account + unrealised profit - unrealised loss (UPL).

Margin = the amount of funds required for opening and maintaining open positions.

Available = Equity - Margin, the amount of funds currently available for withdrawal.

4.4. Order execution is performed exclusively during the session of the underlying asset.

4.5. The number of orders placed by the Client within a certain period of time may be limited by the technical capabilities of the Platform.

4.6. The essential conditions of the Operation (its parts) that are to be agreed shall be as follows: underlying asset name; the Operation volume (for currency pairs - the amount of the base currency, for other financial instruments - the amount of the underlying asset in physical terms (stocks, barrels, contracts, etc.)); Operation type (to Buy or to Sell); underlying asset price (if applicable for the selected type of order).

4.7. All actions performed in the Platform by Clients, employees of Forex Companies, administrators of the Platform, shall be recorded and displayed in logs on the server side of the Forex Company. All logs have built-in integrity monitoring and

in case of deletion/modification, the place of the first modification shall be highlighted with the red background when viewing log files.

4.8. Reporting on the Operations initiated by the Client, including the expenses incurred, income received, is provided to the Client in the reports section of the Platform. Forex Company keeps track of all of its obligations to each specific Client and stores this information for the period of at least two years from the moment of fulfillment of all obligations in accordance with the Agreement by both sides.

5. Types and Calculation Method of Remunerations of the Forex Company for Conducting Operations

5.1. The Forex Company shall be entitled to charge the following types of remuneration from the Clients for the Clients' Operations: overnight commission, spread, dividend commission, inactivity fee and «Guaranteed Stop Loss» commission. Payment of Remuneration of the Forex Company is deducted from the Client's account and in the account's currency.

5.2. **Overnight commission fee.** For open positions, extended to the next trading day, the overnight commission is charged. The amount of the overnight commission depends on a variety of factors, primarily but not exclusively depending on the following: : current market interest rates on central bank loans in national currencies, the price dynamics of the underlying asset for which the Operation is made, the state of the forward market, the overnight rate of the liquidity provider.

The value of the overnight commission fee is set as a percentage. The overnight commission amount shall be calculated as the multiplication of the volume of the open position by the overnight commission value (percentage). The overnight commission is converted into the account currency at the exchange rate of the Platform. The size of the position shall be determined by the Client when submitting the order to fix the price of the underlying asset. The value of the overnight commission shall be specified on the Platform. For some groups of financial instruments, when calculating the amount of the overnight commission, the size of the Leverage used when opening a position (the percentage of Margin used to open a position) may also be taken into account.

The overnight commission amount shall be deducted from the Client's deposit at the time of the transfer of the open position to the next day. The start for calculating the overnight commission depends on the closing time of the financial instrument session, which is specified in the Platform.

5.3. **Spread** shall mean the difference between the price of the underlying asset of the Operation, the positive financial result of which is achieved with a positive change (increase) in the price of the underlying asset, and the price of the underlying

asset for the Operation, which has a positive financial result achieved with a negative change (decrease) of the price of the underlying asset at the same moment.

All financial instruments of the Forex Company have a dynamic spread. The spread size is displayed on the Platform in points and is taken into consideration when determining the financial result from the completed Operation at the moment of closing the position.

5.4. Dividend commission. If there are open positions on the financial instruments based on securities or stock index values as of the date of fixing the register of the company issuing shares (ex-dividend date or simply ex-date), the Client may be credited to the account (for Long positions) or deducted from the account (for Short positions) the dividend commission which is determined by the following formula:

$$Cd = Q \times D,$$

where for securities, Cd is the dividend commission, Q is the number of securities, D is the amount of dividends per one share (for Long positions, the amount of dividends per share after tax deduction).

where for stock index values, Cd is the dividend commission, Q is the number of contracts, D is the amount of dividends per one contract. (for Long positions, the amount of dividends per contract after tax deduction).

The amount of dividends per contract is calculated as the weighted average value of dividends per one share of the company issuing shares.

5.5. Commission for the «Guaranteed Stop Loss» (hereinafter referred to as «GSL»). The Forex company will ensure the position closure at a price specified within the order, regardless of the market prices, and thus protect the Client from price slippage. The Commission is deducted from the Client's funds only if the GSL order is triggered.

The commission amount shall be set as a percentage and shall depend on the financial instrument selected by the Client. The percent shall be displayed on the Platform during the placement of the GSL order.

The commission amount shall be calculated by the following formula:

$$GSL = R * OP * P$$

R is the commission amount in percents;

OP is the open position amount (amount of the purchased/sold underlying asset);

P is the price of the underlying asset established in the GSL order (the price at which the Client wishes to close the position, regardless of whether there is a corresponding quote (price) on the market).

5.6 Inactivity fee. If there are no positions in the Client's account that were opened (closed) for the period of one month, such an account is classified by the Forex company as "inactive" and might be subjected to inactivity fee amounting to 50 US dollars / euros / pounds, 220 zlotys, 3220 Russian rubles or equivalent of 50 US dollars, depending on the currency of the Client's account. The amount of fee shall not exceed the amount of the actual margin balance.

6. Personal Account

6.1. Personal account (Client's ID) is opened by the Client on the Platform. Clients may only have a single Personal account (Client's ID).

6.2. To access the Platform for the first time, the Client needs to fill in the registration forms (by providing personal information and answering a number of questions), upload the documents required by the Forex Company, complete the identification procedure and accept the documents provided by the Forex Company for review. If the Client has already created an account on the Platform, then in order to go through the authorization procedure, the Client needs to click the «Login» button on the Forex Company website. After that, a form will be displayed, allowing the Client to log into the Platform. The Client must enter the login (email address) and password in the appropriate fields and click the «Login» button. In order to ensure information security, the password entered is displayed as a sequence of points.

Access to the Platform and, hence, to the Personal Account is granted a round-the-clock.

6.3. The Personal account consists of the following sections:

Trade;

Analytics;

Charts;

Portfolio;

Reports;

Deposit;

Settings.

6.4. In the «Analytics» Section, the Client is offered a variety of analytical materials, statistical information on various financial markets, economic news and training videos.

6.5. In the «Charts» Section, information on the financial instruments price dynamics for any period of time is presented in a graphical form.

6.6. There are two tabs in the «Portfolio» Section - the «Positions» and «Orders». In the «Positions» tab, one can view all the positions in the account that are currently open, and in the «Orders» tab, one can view all the pending orders to open a position that are currently placed.

6.7. There are two tabs in the «Reports» Section - the «Operations» and «Activity». By selecting the «Operations» tab, one can view all the movements on the account for a selected period of time that contributed to the change of the account's balance. By selecting the «Activity» tab, one can view all the actions with open positions and orders on the account for a specified period of time.

The Client can send the Generated Reports to their e-mail.

6.8. The Client can do the following in the Settings section:
change platform settings – language, time zone, period and type of graphs;
change the Operations settings – the Trading mode, change the leverage setting (only downward from the maximum possible for this category);
view account details and status;
change the password.

6.9. In the «Deposit» Section Client can choose the method of depositing the funds to the account.

6.10. The «Trading» Section is a working space of the Platform, where the Client can place/cancel orders and get acquainted with all the necessary information: the list of financial instruments, real time quotes (prices), specification of financial instruments (unit of measurement of the underlying asset, margin leverage, margin security requirements, spread, the amount of overnight commission, schedule of sessions, etc.), price charts, etc. A more detailed procedure for filing, processing, execution of Client's orders, as well as possible orders types, trading mode, the sequence of actions to complete the Operation is stated within the Regulations on Submitting, Processing and Executing the Orders of Clients to Fix the Price of the Underlying Asset while conducting operations involving non-deliverable OTC financial instruments.

6.11. In the sections and subsections of the Personal account, the Client can perform the following actions during the execution of the operation initiated by him; in this case, the Company will also perform the appropriate actions:

Client's action:	Company's actions:
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<p>In the "Analytics" section, the Client can view analytical information about the most popular financial instruments, statistical information on the most volatile and growing markets, get acquainted with the latest financial news.</p>	<p>In the "Analytics" section, the Forex company provides analytical information on the most popular financial instruments, statistical information on the most volatile and growing markets, and the latest financial news.</p>
<p>In the «Charts» section, the Client can view the price dynamics for any financial instrument in a graphical form. To display the chart of the quote movement for the desired underlying asset, the Client pre- selects the financial instrument in the «Market» section.</p> <p>The client can customize the charts according to his preferences: background color, plotting at Bid or Ask price, type of price display (bars, lines, candles), time interval (timeframe), etc.</p>	<p>Provides the Client with information as requested.</p>
<p>In the «Portfolio» section, the Client can select the "positions" or "orders" tab.</p> <p>In the «positions» tab, the Client can view information about open positions on accounts at the current time.</p> <p>In the "orders" tab, the Client can view information about pending orders to open a position placed at a given time.</p>	<p>Provides the Client with information as requested.</p>

<p>In the «Reports» section, the Customer can select the operations or activity tab.</p> <p>In the «operations» tab, at the request of the Client, a report is generated in which detailed information about the turnover on the account for the selected period of time is presented. The report reflects all actions of the Client and the system that affected the change of margin security on the account.</p> <p>In the «activity» " tab, a report is generated at the request of the Client, which provides information about all actions of the Client and the system with open positions and pending orders for a specified period of time.</p> <p>The Client can send the requested reports to his / her e-mail, confirmed during the registration.</p>	<p>Provides the Client with information as requested.</p>
<p>In the «Settings» section, the Client can change the platform settings:</p> <ul style="list-style-type: none"> - select a language; - to change the time zone - change the Trading mode ; - change the margin leverage (only downward from the maximum possible for this category); - view details and status of your account; - change password. 	<p>The Forex company informs the Client about the settings change by displaying the relevant pop-up notifications.</p>

<p>In the «Deposit» section, the Client deposits funds by one of the methods given in the section:</p> <ul style="list-style-type: none"> - Bank payment card (to deposit the funds y with a Bank card, the card type must be selected first (VISA, MasterCard), then the Client must enter the card number, card validity in mm-yy format, the name and surname of the cardholder, CVV code (on the back of the card), select the currency and amount of Deposit); - Via Bank transfer (to make a deposit via wire Bank transfer, the Client uses the payment details provided in the pop-up window). 	<p>The Forex company accepts funds received from Bank payment cards.</p> <p>The Forex company provides the Client with details for making a payment, identifies the sender of the funds, after which the received amount is displayed on the Client's account in the Platform.</p>
<p>In the «Market» section, the Client performs the following actions:</p> <ul style="list-style-type: none"> - selects a financial instrument; - selects the direction of the position «Sell» or «Buy»; - selects the order type (market or pending); - sets the position amount, Stop Loss (normal or guaranteed, conditions of its execution), Take profit (conditions of execution), confirms the order by pressing the «Buy» or «Sell» button. <p>After opening a position, the Client can edit the opened position by setting the Stop Loss or Take profit conditions, or close it.</p>	<p>When conducting Forex operations, the Company performs the following actions:</p> <ul style="list-style-type: none"> - checks the correctness of the order submitted by the Client; - calculates the amount of a margin required to open a position; - compares the amount of a margin required to open a position with the amount of deposit available to the Client for operations; - saves the information on orders and Operations to the database, - executes the order.

6.12. When conducting operations, the Forex company uses information on quotations (prices for underlying assets) obtained in the manner prescribed by section 3 of these Rules.

6.13. When conducting operations, the Forex company uses the underlying assets, listed within section 2 of these Rules.

6.14. For operations, Forex company charges remuneration, the types and the procedure for calculation of which is specified within section 5 of these Rules.

7. The Procedure for Entering the Agreement on conducting operations involving non-deliverable OTC Financial Instruments. List of Documents Submitted by Clients of the Forex Company

7.1. To conduct operations involving non-deliverable OTC Financial Instruments, the Client must conclude the Agreement with the Forex Company.

7.2. The agreement shall be deemed concluded after the following set of actions is conducted:

registration on the Platform of the Forex company (the opening of the Personal account);

acceptance of all documents offered by the Forex company for review and consent; making a deposit.

7.3. In order to comply with the requirements of the legislation of the Republic of Belarus in the field of preventing money laundering, the financing of terrorist activities and the financing of the proliferation of weapons of mass destruction, the Forex Company conducts a remote identification procedure in accordance with the procedure specified by the Agreement.

For the purpose of remote identification, the Client is offered to fill out an electronic registration card in the Internet of the electronic service "Personal Virtual Cabinet". Also, the Forex company receives from the Client

7.3.1. An individual:

7.3.1.1. a photographic image of the Client with a document certifying his/her identity and (or) another document on the basis of which identification is carried out, open on the page containing the Client's personal data and his/her photo, as well as the graphic image of the page with a mark on the place of residence (if there is such a mark), – or, if the Forex Company uses software and hardware and technologies that provide for automatic recognition of biometric data of individuals and photos from a document (hereinafter referred to as technologies), a graphic image of an identity document and

(or) another document on the basis of which identification is carried out, opened on pages containing personal data and a mark on the place of residence (if there is such a mark), and a photographic image and (or) a video image of an individual obtained using such technologies;

- the information required for the Client's profile to be filled in (full name, date of birth, e-mail, phone number, registration and residential address.

7.3.1.2. The documents required for determining the possibility of assigning the Client as an individual to the «Qualified Client» category, as stipulated by the Subclause 14.4.1 of Clause 14.4 of these Rules (in case when the Client wishes to be classified as the «Qualified Client» and there are conditions based on which the Client can be classified as «Qualified Client» category in accordance with the Section 14 of these Rules).

7.3.2. Legal entities shall provide the following information:

- certificate of state registration and Articles of Association (memorandum of association for a commercial organization operating solely on the basis of the memorandum of association), which has the stamp indicating the state registration (for resident legal entities);

- constituent documents and extract from the commercial register of the country of origin (the statement must be made no earlier than 6 months before the filing date of the documents) or other equivalent proof of legal status in accordance with the laws of the country of origin (for non-resident legal entities);

- office premises lease agreement or the document confirming ownership of the office premise. These documents shall be submitted if the actual location of the Client differs from their registered office address;

- documents supporting the authority of the head or the person authorized by them (protocols (resolutions), employment contracts/agreements, extracts from the state register, orders for appointment, powers of attorney), as well as the identity document of the person (passport, residence permit, refugee certificate);

- the document certifying the identity of the person managing the accounting records of the Client. If the Client's accounting is kept by a third-party organization or an individual entrepreneur, then instead of the document certifying the identity of the person managing the accounting, the Client shall submit to the Forex Company a copy of the contract for rendering of accounting services entered into with an organization or an individual entrepreneur;

- the documents confirming the possibility of assigning to the Client the «Qualified Client» or the «Professional Client» category stipulated in Subclause 14.4.2 of Clause 14.4 of these Rules (if the Client wishes and there are grounds on which they

can be classified as the «Qualified Client» or the «Professional Client» by the Forex Company in accordance with the provisions of Section 9 of these Rules).

7.4. The Forex Company may require the Client to provide additional information and documents not listed in this Chapter, but necessary to identify the Client according to the Forex Company.

7.5. Documents issued outside the Republic of Belarus shall be submitted in one of the official languages of the Republic of Belarus (Russian or Belarusian) or in English, or in the original language with translation into one of the official languages of the Republic of Belarus or into English. Documents can also be submitted in the original language without translation into one of the official languages of the Republic of Belarus or into English if the employee responsible for the identification and/or verification of the Client speaks the foreign language in which the documents are provided.

7.6. Non-submission of documents and information provided for by Clauses 7.3.1 or 7.3.2, respectively, of these Rules, shall be the reason for the refusal to conclude the Agreement.

7.7. The Client shall be obliged to immediately inform the Forex Company about the change of any registration and/or contact information in the manner provided for by these Rules and the Agreement.

7.8. The Client, which is a legal entity, independently determines the individual who will have access to the Platform to conduct Operations, and the Client shall not be obliged to inform the Forex Company about the decision made and to provide this person's personal data. The Forex Company shall accept any actions performed by the specified individual as direct actions of the Client, which is a legal entity, and shall not be responsible for possible adverse consequences related to the resolution of the Client, which is a legal entity, to provide access to the Platform.

7.9. The Client's account shall be created in the currency specified by the Client when it is opened. Any amounts (profits, losses, expenses, payment obligations, etc.) received or sustained as the result of the Operations and calculated in the currency which differs from the currency of Client's account shall be converted into the Client's account currency at the current rate set by the Platform or otherwise according to law.

8. Communication. The Procedure of Notifying the Clients

8.1. The Forex Company can use the following channels to communicate with the Client including in order to notify his/her about any changes made to the local

regulatory legal acts of the Forex Company, the terms of the Operations, the mode of operation, etc.:

email;

telephone;

post messages;

website of the Forex Company;

Platform (including push-messages in the mobile application).

8.2. The Forex Company shall only use the Client's details indicated in the registration forms when opening the Personal account to communicate with the Client. The correspondence and the information sent by the Forex Company to the details specified by the Client are considered to be properly sent, and the Client shall not be entitled to refer to their invalidity or change, if the Forex Company has not been notified in advance and the contact information has not been changed in due order.

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

one hour after being sent to their email address;

immediately after sending by fax;

Immediately after the end of a telephone conversation;

7 days after being sent by postal services;

immediately after posting the information on the Forex Company official website.

8.4. The correspondence and the information sent by the Forex Company to the details specified by the Client or posting information on the official website of the Forex Company shall be deemed appropriate written notices.

Unless otherwise specified by these Rules, the Clients will be notified about the actions of the Forex company affecting their interests in the following manner:

by posting information on the website of the Forex company or by e-mail to the Client not later than ten (10) calendar days before the day when the changes enter into force, when these Rules are changed;

by posting information on the website of the Forex Company – when other regulating documents of the Forex Company are changed;

by sending an e-mail to the Client not later than one (1) calendar day prior to the suspension – in case of suspension of the provision of services to the Client;

by sending an e-mail to the Client not later than one (1) hour prior to the change – in case of changes in terms of keeping and closing the Personal Account and/or its sections;

by displaying information on the Platform in real time – when the Forex Company forcibly closes the Client's position, when parameters and indicators related to the execution of a particular Operation change (opening positions, «balance» , «margin», «free margin», «profit/loss», etc.).

9. The procedure for cancellation by the Client, the Forex company of orders to fix the price of the underlying asset. Forced closing of positions

9.1. The Client can not cancel the executed orders.

9.2. The Client can not change (cancel) pending orders if the price has reached the level of order execution.

9.3. The Client has the right to change (cancel) a pending order at any time if it has not yet entered the queue for execution (activation).

9.4. Placed pending orders are valid until the order cancellation date. If the cancellation date is not specified in the pending order, then it is considered valid indefinitely until it is canceled by the Client, or is executed, or is deleted due to insufficient Margin security.

9.5. The Forex Company has the right to forcibly close some or all the Client's open positions. The procedure and cases of forced closing of the client's positions are defined in the Agreement.

10. Execution of the Client's Order to Fix the Price of the Underlying Asset on Best possible conditions for the Client

10.1. The Forex Company executes orders on the best possible conditions, as instructed by the Client. When making decisions and taking actions to execute orders on the best conditions, the Forex Company shall take the following factors into consideration:

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

10.2. The Forex Company shall execute orders of all Clients correctly, fairly and immediately and shall seek to execute equivalent orders in the order of their receipt.

10.3. Execution of the Client's Orders on the best possible conditions does not guarantee the execution of orders at more favorable prices than prices offered by other counterparties and the Forex market participants.

10.4. The price flow is the same for all Clients. The Platform functions do not provide for the possibility of providing different quotes (prices) for one financial instrument to different Clients.

11. Measures on Ensuring Safety, Stability and Preventing interruptions throughout the Stages of Conducting Operations

11.1. The Forex Company software has been tested in the National Forex Center. Stable functioning of the software is guaranteed by the licensor (technology provider) of the Forex Company, which has approved policies to ensure the sustainable functioning of the software provided. The technology provider of the Forex Company shall ensure the protection of information in the process of executing agreements by applying connections over a secure protocol.

11.2. The Forex Company also takes comprehensive measures to ensure the following: stability and uninterrupted operation of all stages of Operations, data safety during the process of conducting Operations.

11.3. The main measures to ensure the safety and sustainability of the Operations are as follows: identification of Clients at the conclusion of the Agreement; the use of a backup server to which the data is replicated in real-time, as well as periodic creation of copies of the database when conducting Operations; use of the 3-D Secure system during the deposits made by Clients; use of password-protected access to the Platform; use of verification codes when recovering passwords on the Platform; use of regulated liquidity providers; use of protection against DDOS attacks; differentiation of access rights when setting up the Platform; use of the log to keep the records of technical issues in operation of software and hardware, as well as interventions in the parameters of the Client's orders; logging all actions of the Forex Company during the Operations; setting a limit on the number of requests (per second, per hour, per day) that can be sent by the Client to the Server.

11.4. Additional measures shall be developed by the Forex Company on an ongoing basis and shall be aimed at minimizing the risks for both the Client and the Forex Company.

12. Working hours

12.1. The working hours of the Forex company are from 9 a.m. to 6 p.m. (Minsk time) every day, except Saturday and Sunday, as well as other days declared in accordance with the established procedure as weekends or holidays in the Republic of Belarus.

Working hours of the Personal Account: daily and around the clock.

12.2. When conducting Operations, Clients should take into consideration the session time of each financial instrument, as well as the information on the days of international holidays that entail closure of financial markets. Information on international holidays is published on the Forex Company website and/or sent to Client's email.

13. Dispute Resolution

13.1. All disputes and controversies between the Forex Company and the Client arising from performance of the Agreement shall be resolved through negotiations. Clients of the Forex Company shall make all possible efforts for amicable, fair and constructive settlement of any dispute. The pretrial claim procedure for resolution of any dispute shall be considered binding. A written claim shall be subject to consideration within the term stipulated by the law of the Republic of Belarus.

13.2. If there is no agreement, disputes shall be reviewed in court at the location of the Forex Company in the manner prescribed by the law of the Republic of Belarus.

14. The Procedure of Categorizing the Clients of the Forex Company

14.1. In order to minimize risks and limit losses of Clients, the Forex Company shall split its Clients into categories. The Client's category determines the maximum margin leverage size. However, the Forex Company is entitled to set the same margin leverage size for all categories of Clients.

14.2. The following categories of Clients have been determined by the Forex Company:

14.2.1 **«Professional Client»** – Client, which is a legal entity, that meets one of the following criteria:

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

legal entity, non-resident of the Republic of Belarus, has a special permit (license) to perform activities on the OTC Forex market, banking or other financial activities;

the revenue of the legal entity from the sale of products, goods, works, services, net of taxes and fees deducted from it, is not less than 4 million basic values in the last accounting year;

the total of the balance sheet of the legal entity as of the end of the last accounting year is at least 2 million basic values;

the equity capital of the legal entity as of the end of the last accounting year is at least 200 thousand basic values.

14.2.2. «**Qualified Client**» – Client, which is a legal entity or an individual that meets one of the following criteria:

The Client conducted at least ten Operations for the total amount exceeding 10 thousand base values in each of the last four quarters;

the amount of the long-term and short-term financial investments of the Client, including cash, exceeds 10 thousand basic values as of the first day of the current month.

14.2.3. «**Client**» is a legal entity or an individual that has concluded the Agreement with this Forex Company, bank, non-banking credit and financial organization for the first time and does not meet the requirements for categories stipulated in Subclause 14.2.1 and 14.2.2. of this Clause, as well as the Client corresponding to one of the categories stipulated in Subclause 14.2.1 and 14.2.2 of this Clause, but indicating before initiation of Operation their intention to be assigned to the category stipulated in this Subclause.

In order to categorize Clients as "Client" only the documents specified in Clause 7.3. Rules are required.

14.3. When concluding the Agreement, all Clients shall be assigned into the «Client» category by the Forex Company. If the Client wishes and there are grounds based on which they can be categorized by the Forex Company as the «Qualified Client» or the «Professional Client», then Clients must submit the supporting documents stipulated in Clause 14.4. of these Rules to the Forex Company.

At the request of the Clients, they can be categorized as a «Qualified Client» without providing additional documents indicated in clause 14.4 of these Rules, if the lower of two values: "Equity" or "Balance" on the Client's account in the Forex Company on the first day of the current month exceeds 10,000 basic values.

14.4. In order to make a decision on assigning a Client into the «Qualified Client» or the «Professional Client» category (only for legal entities), it is necessary to submit the following supporting documents to the Forex Company:

14.4.1. for Clients, which are individuals one of the following documents:

statements of conducted Operations for the last 4 quarters, generated on the Platform (Terminal), with the help of which the Client conducted Operations, or certificates (registers), which contain information on the number and amounts of the Operations conducted within each of the last 4 quarters. If the Client conducted Operations in the Forex Company, then there is no need to submit the documents specified in this paragraph;

Bank statements (certificates, registers), which contain information about the amount of financial investments of the Client, including cash.;

14.4.2. for Clients, which are legal entities:

a copy of the certificate of inclusion into the register of Forex Companies of the National Bank of the Republic of Belarus or a special permit (licence) to perform one of the following activities: banking activities, activities on the OTC Forex market, professional and exchange activities in securities, insurance, other financial activities (for assignment to they «Professional Client» category);

the balance sheet and the profit and loss statement for the last accounting year;

statements of conducted Operations for the last 4 quarters, formed in the Platform (Terminal), with the help of which the Client conducted Operations, or certificates (registers), which contain information on the number and amounts of the Operations conducted by each of the last 4 quarters. If the Client conducted Operations in the Forex Company, then there is no need to submit the documents specified in this paragraph;

Bank statements (certificates, registers), which contain information about the amount of financial investments of the Client, including cash.

14.5. The data required for categorizing the Client shall be updated together with the information contained in the Client's questionnaire in accordance with the terms defined by the local document "Procedure identification, recording of the data received in the electronic database of clients during identification, reflection of the calculation of the category and degree of risk of working with the client, especially when recording data in the electronic questionnaire of the client, the procedure for updating (updating) the data contained in the client's questionnaires".

In case of failure to submit the supporting documents in time to determine the category, the Forex Company shall put the Client into the «Client» category.

14.6. In case of the Client's exclusion from the register of Forex Companies of the National Bank of the Republic of Belarus and (or) termination of the special permit (license) of the Client to perform banking activities, activities on the OTC Forex market, professional and exchange activities in securities, insurance activities or other financial activities, the Client shall be obliged to inform the Forex Company about this not later than five (5) days after the moment of occurrence of the specified circumstances.

14.7. The Forex Company shall be entitled to change the category of the Client (in the direction of decreasing the margin leverage) without explanation, with prior notification to the Client no later than 1 (one) calendar day before the category will be changed. The Client shall be notified of the category change via one of the methods specified in clause 8.1.