

**International Financial Services  
Agreement  
ExpertFX account type**

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**INTERNATIONAL FINANCIAL SERVICES AGREEMENT**

No. \_\_\_\_\_ (Trading Account No.) dd \_\_\_\_\_ 20\_\_\_\_ (date of opening the Trading Account).

International Business Company FOREX CLUB INTERNATIONAL LIMITED (Registration No. 597332), hereinafter referred to as the Company, on the one part, and \_\_\_\_\_, hereinafter referred to as the Client, on the other part, have concluded this Agreement as follows:

1. Subject of the Agreement

The subject of this Agreement shall comprise the general provisions for execution by the Parties of trading operations in accordance with the terms and conditions established by the Rules and Procedures for Rendering Services and non-trading operations as established by the Rules of Non-Trading Operations (the said Rules shall constitute an integral part hereof).

2. Rights and Obligations of the Parties

2.1. The Client shall:

- 2.1.1. comply with the terms and conditions for executing trading operations as established by the Rules and Procedures for Rendering Services and the terms and conditions for executing non-trading operations as established by the Rules of Non-Trading Operations;
- 2.1.2. transfer to the Company's account funds as a security of the Client's claims and obligations arising in the course of the performance hereof, in accordance with the Rules of Non-Trading Operations;
- 2.1.3. treat as strictly confidential any information which has become known to the Client in the course of the performance of this Agreement.

2.2. The Client shall have the right to:

- 2.2.1. execute any operations provided for by the Rules and Procedures for Rendering Services and the Rules of Non-Trading Operations in the manner and within the time limits established by the Rules;
- 2.2.2. demand the refund of the clear balance of the funds at any time;
- 2.2.3. unilaterally terminate this Agreement at any time.

2.3. The Company undertakes to:

- 2.3.1. render to the Client services related to executing trading and non-trading operations as provided for by the Rules and Procedures for Rendering Services and the Rules of Non-Trading Operations;
  - 2.3.2. transfer funds to the bank account specified by the Client on the demand of the latter, in the manner established by the Rules of Non-Trading Operations;
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2.3.3. treat as strictly confidential any information which has become known to the Company in the course of the performance of this Agreement.

2.4. The Company shall have the right to:

2.4.1. unilaterally terminate this Agreement at any time if the Client fails to comply with the terms and conditions set forth by the Rules and Procedures for Rendering Services and the Rules of Non-Trading Operations, as well as if there is sufficient evidence for the Company to assume that the Client has attempted to illegally use the software made available by the Company and funds transferred to the Company's Account;

2.4.2. refuse to execute specific trading and non-trading operations for the Client if they fail to comply with the terms and conditions set forth in the Rules and Procedures for Rendering Services and the Rules of Non-Trading Operations.

3. Term and Termination of the Agreement

3.1. This Agreement shall come into force from the moment a Trading Account is opened in favor of the Client and is funded by the Client and shall be valid for an unspecified period of time.

3.2. Either Party has the right to unilaterally terminate this Agreement. The Agreement shall be deemed as null and void only after the Client and the Company have cleared their reciprocal obligations under previous operations.

3.3. The agreement is made in Russian. If the agreement is translated into and made in any languages other than Russian, then the Russian text of the agreement shall prevail.

Attachments:

- 1. Rules and Procedures for Rendering Services.
- 2. Risk Statement.
- 3. Rules of Non-Trading Operations.

4. Details and signatures of the parties

The Company

The Client

FOREX CLUB INTERNATIONAL LIMITED,  
P.O. Box 3321, Road Town, Tortola, British Virgin Islands  
I.B.C. No.: 597332.

Name, Surname, Patronymic: \_\_\_\_\_

Passport No. \_\_\_\_\_

Address: \_\_\_\_\_

Director

\_\_\_\_\_



Christalla Kirkillari/

\_\_\_\_\_ / \_\_\_\_\_

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## RULES AND PROCEDURES FOR RENDERING SERVICES (ExpertFX)

### ATTACHMENT NO. 1 TO THE INTERNATIONAL FINANCIAL SERVICES AGREEMENT

#### Version: July 2013

#### 1. General Provisions

- 1.1. The Rules and Procedures for Rendering Services (hereinafter referred to as the “Rules”) define the terms and procedures that shall regulate trading operations between FOREX CLUB INTERNATIONAL LIMITED (hereinafter - the “Company”) and its clients - individuals and legal entities (hereinafter - the “Clients”) in the international financial market.
- 1.2. These Rules constitute an integral part of the public offer which has been published by the Company in the Internet at [www.fxclub.org](http://www.fxclub.org), [www.forexclub.ru](http://www.forexclub.ru), and which shall be considered by any interested parties as an offer to sign an International Financial Services Agreement (hereinafter referred to as the “Agreement”), whose material terms and conditions are set out in these Rules and in any other documents incorporated in the public offer.
- 1.3. By accepting the above offer, any legally capable person shall thus automatically agree to comply with the terms and conditions of these Rules.
- 1.4. The Company undertakes to execute trading operations with respect to the Client in accordance with the terms, conditions and the procedure envisaged by these Rules.

#### 2. Terms and Definitions

- 2.1. **Actual Price** is the price at which the Company is ready to make a trading operation at any moment of time.
  - 2.2. **ASK Price** is the price at which the Client may execute a BUY trading operation, i.e. a trading operation of purchasing of an instrument.
  - 2.3. **Basic (underlying) asset** is an asset on which a financial instrument’s price is based. The following items can be used as basic (underlying) assets: currency (base currency), stocks, commodities, indices, futures and other indicators and circumstances in accordance with the list approved by the Company.
  - 2.4. **BID Price** is the price at which the Client may execute a SELL trading operation, i.e. a trading operation of selling of an instrument.
  - 2.5. **Business Day** is the time period from 06:00 a.m. to 03:00 p.m., Greenwich Mean Time (GMT), of each day, except weekends and holidays. The latest information relating to weekends and holidays is published on the Company's website.
  - 2.6. **CFD instrument** is a financial instrument with which a trading operation is made and based on an underlying asset. Actual information about the number and the list of CFD instruments is published on the Company’s website.
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- 2.7. **CFD instrument expiration** is the process of changing of the quotation flow on a CFD instrument. The date of expiration for each instrument is specified on the Company's website.
- 2.8. **Counter currency (quote currency)** is the currency in the currency pair for which the base currency is bought or sold. The quote currency is shown in the denominator of a currency pair.
- 2.9. **Currency pair** is two currencies (the base currency and the counter currency, or the quote currency) that take part in a specific transaction. The list of currency pairs for executing trading operations is posted on the Company's website.
- 2.10. **Dealer** is a Company's employee authorized to announce quotes, execute trading operations with Clients, handle claims and explain trading situations arising on Clients' Trading Accounts.
- 2.11. **Fixed Price (on Request)** is a quotation mode enabling a preliminary request of the actual price.
- 2.12. **Instant Execution** is a quotation mode without an advance request of the actual price.
- 2.13. **Instrument (financial instrument)** is a spot instrument and/or CFD instrument.
- 2.14. **Internet Clearing System (Profile)** is a specialized software and hardware used to store the Client's identification data, which enables the Client to generate notices to the Company related to sending documents or remitting funds as well as to instruct the Company to debit funds from the Trading Account or execute other operations in connection with Trading Account management. The Internet Clearing System (Profile) is located on the Company's site in the Trading Accounts Management section, it is equipped with special cryptographic protection to restrict access and ensure confidentiality of data.
- 2.15. **Internet Trading System (Trading Terminal)** is a specialized software and hardware which enables the Client to coordinate with the Company via the internet upon material terms and conditions of trading operations executed within the framework of these Rules, as well as to log the agreed upon terms and conditions, and to set and cancel orders. The System enables the Client to obtain financial information from international financial markets, to send orders to the Company and to receive confirmations and reports from the Company. The Internet Trading System (Trading Terminal) provides identification of the Parties (confirmation of the authenticity of the Parties), the exchanging of information, as well as confidentiality and integrity of exchanged information with the use of embedded cryptographic protection facilities. The said software and hardware suite includes the information and trading systems IDSystem, Rumus, Rumus Mobile, and other systems recommended by the Company to be used for purposes of execution of the Agreement.
- 2.16. **Leverage** is the ratio of the Client's open positions to the balance of the Client's Trading Account.
- 2.17. **Log File** is part of the Internet Trading System (Trading Terminal) and/or the Internet Clearing System (Profile) intended for fixing (recording) data transferred by the Parties to each other in the course of the performance of the Agreement via the Internet Trading System (Trading Terminal) and/or the Internet Clearing System (Profile). Each request addressed by a Party to the Agreement to the Internet Trading System (Trading Terminal) or the Internet Clearing System (Profile) shall be recorded in the log-file and shall be duplicated on the Company's server. Such server data is the main source of information and is accepted by the Parties as evidence in case of any dispute connected with the performance hereof. The information contained in the log-file on the Company's server shall have the ultimate priority over any other arguments in consideration of a disputable situation, including over information from the log-file of the Internet Trading
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System (Trading Terminal) of the Client. The Company shall reserve the right not to keep log-files when the Parties to the Agreement are addressing the Internet Trading System (Trading Terminal) and/or the Internet Clearing System (Profile).

- 2.18. **Long position** is a purchase of an instrument (financial instrument) with the expectation that its value (rate) will rise.
- 2.19. **Lot** is a unit of measurement of the amount of an instrument (financial instrument) in relation to which a trading operation is executed. A specific transaction may be executed for several lots or part of a lot.
- 2.20. **Market Range** is an option in the Instant Execution quotation mode. Instant Execution mode allows executing a trade at an actual price on the Company's server at the moment the server receives a confirmation of the trade from the Client. With the Market Range option, the price may be allowed to differ from the price at which the Client confirmed the trade, but by no more than a number of points determined by the Client in the Market Range field.
- 2.21. **Non-trading interval** is a time span when placing orders and making trading operations for certain instrument is prohibited. Non-trading intervals for each instrument are published on the Company's website.
- 2.22. **Non-Trading Operation** is an operation for crediting and (or) debiting funds to and (or) from the Client's Trading Account, including other operations not directly related to trading operations.
- 2.23. **Open Position** is an is the volume of a basic (underlying) asset of a financial instrument bought (sold), but not covered by the opposite trade to sell (buy) of the same volume.
- 2.24. **Operations** are trading and non-trading operations of the Client.
- 2.25. **Order** is the Client's contingent order to carry out a transaction at the price indicated in the order (the execution price); it is implied that such an order shall be executed at an unspecified time in the future in accordance with the Order Execution Procedure (Section 5 of these Rules).
- 2.26. **Point** is the smallest significant quotation unit. For CFD instruments: change in a quote by 1 (one) smallest significant quotation unit shall mean a corresponding change by 1 (one) point, depending on the instrument 1 (one) point can be of 0,0001 or 0,01.
- 2.27. **Quotation** is the price of one unit of an instrument (financial instrument). A quotation comprises two values: the BID price and the ASK price.
- 2.28. **Quotation Mode** is the technical process of receiving of the the actual price and making a transaction by a Client.
- 2.29. **Quote Feed** is a sequence of quotes transmitted to the Internet Trading System (Trading Terminal), including all quotes provided by the Company to Clients at their requests as well as all quotes under transactions actually made.
- 2.30. **Reserved funds** are the amount held on the Client's Trading Account to maintain its total open positions.
- 2.31. **Rollover of an open position (SWAP)** – the closing of all Client's open positions at current quotes with the simultaneous opening of positions for the same instruments and in the same amount of the basic
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(underlying) asset, but at a rate that differs from the closing rate by a specified number of rollover points (SWAP points). The value of SWAP points shall be unilaterally determined by the Company daily, based on the information from international financial markets, and posted on the Company's website, as well as in the Internet Trading System (Trading Terminal). Where SWAP operation value dates fall on public holidays or weekends, extra SWAP points shall be added or deducted based on the number of such non-business days. In the case of a Wednesday-to-Thursday rollover, triple SWAP points shall be added or deducted.

- 2.32. **Short position** is a sale of an instrument (financial instrument) with the expectation that its value (rate) will fall.
- 2.33. **Spot instrument** is a financial instrument which is used to make trading operations for which all settlements are supposed to be made within 2 (two) working days after a trading operation took place. Currency pairs and metals according to the list provided on the Company's website can be considered as spot instruments.
- 2.34. **Spread** is the difference between the BID and the ASK price of an instrument, expressed in points. The spread value set by the Company for some instruments is posted on the Company's website.
- 2.35. **Stop-out** is a forced closure of the Client's positions at current market prices in the event of exceeding the acceptable level of losses and lack of funds on the Client's Trading Account for maintaining open positions.
- 2.36. **Stop-out Level** is the ratio of the amount of funds on the Client's Trading Account and the current financial result to the reserved funds.
- 2.37. **The company's account** is a current account in a banking organization, an account (a wallet) in an electronic payment system and other accounts including Payment agents' accounts.
- 2.38. **The Company's website** - websites located at the addresses: [www.fxclub.org](http://www.fxclub.org), [www.forexclub.ru](http://www.forexclub.ru).
- 2.39. **Tick** is a minimum change in the price of an underlying asset for CFD instruments. A tick may be above or equal to a pip. Specific tick values for CFD instruments are listed on the Company's website.
- 2.40. **Trade on Actual Price** is an option in the Instant Execution quotation mode. Instant Execution mode allows executing a trade at a price which is actual on the Company's server at the moment the server receives a confirmation of the trade from the Client. With the Actual Price option the price is allowed to differ for an indefinite number of points from the price at which the Client confirmed the trade. This may happen when the price changes very quickly, for example, during news announcement.
- 2.41. **Trading account** is a special account of the Client in the Company's accounting system that is used by the Company to register any amounts of money and funds that have been transferred by the Client to secure the execution of this Agreement, and also used for trading operations of the Client executed in accordance with provisions of the Agreement and these Rules.
- 2.42. **Trading day** is the time span from 21:00:01 to 21:00:00 on the following calendar day, in Greenwich (GMT), except weekends and holidays. The latest information about weekends and holidays is published on the Company's website.
- 2.43. **Trading operations** are any deals made by the Company and the Client which envisage BUYing or SELLing of a financial instrument. A trading operation envisages carrying out at least two opposite trades of buying and



selling currencies for the same amount. For the purposes of these Rules, the terms BUY and SELL shall be considered strictly technical since no transfer of the property right in relation to an instrument takes place. Trading operations between the Company and the Client are executed at the Company's location.

2.44. The terms used in these Rules and not defined in this Section shall be interpreted according to good business practices applicable to foreign exchange trading and trading of financial derivatives.

### 3. Message Exchanges, Confidentiality

3.1. The Client's interaction with the Company for the approval of material terms and conditions of transactions shall be executed through the Company's sending to the Client replies to requests, confirmations, reports and statements. The Client shall send to the Company requests, bids and confirmations. All requests, bids, confirmations and reports shall be generated, delivered and registered with the use of the Internet Trading System (Trading Terminal) and the Internet Clearing System (Profile).

3.2. All messages transmitted to the Company and confirmed by the Client's password and code shall be deemed to have originated directly from the Client.

### 4. Procedure for Executing Trading Operations

4.1. The Company allows the Client to carry out trading operations with the instruments according to the terms and conditions stated on the Company's website.

4.2. In the execution of each trading operation, the Client shall independently determine a leverage value they consider acceptable. The Client may not execute a trading operation for an amount exceeding the leverage value set by the Company's trading terms and conditions.

4.3. A trading operation shall be deemed to have been executed upon the approval and acknowledgement by the Client and the Dealer of all the material terms and conditions of the relevant trading operation. The material terms and conditions of a trading operation to be agreed upon are:

- financial instrument;
- trading operation type: purchase (BUY) or sale (SELL);
- amount of the trading operation (expressed in lots);
- price of the trading operation.

4.4. Material terms and conditions may be approved and confirmed through the exchange of electronic messages via the Internet with the use of the Internet Trading System (Trading Terminal). Material terms and conditions of a transaction may be approved and confirmed only during a trading day.

4.5. Material terms and conditions of a trading operation shall be approved based on the quotation mode chosen by the Client.

4.5.1. If the Client chooses the Fixed Price quotation mode, material terms and conditions of the trading operation shall be approved on the basis of the Client's request. In the request the Client shall specify all material terms and conditions of the trading operation, except for the price. In reply to

the Client's request, the Dealer shall report the actual price of an instrument chosen by the Client. Provision of the price shall imply the Company's obligation to make the trading operation with the Client on the terms and conditions stated by the Parties. The Company's obligation shall be limited in time. If the Client fails to confirm the material terms and conditions of a trading operation within the period of time during which the price remains current, the Company's obligation shall be cancelled and the trading operation shall be deemed not made. Clients making numerous requests for quotes without making trading operations shall be placed at the end of the queue.

4.5.2. If the Client chooses the Instant Execution quotation mode, all material terms and conditions of the trading operation (except for the price of the trading operation) shall be set by the Client in advance. Approval of the trading operation price shall depend on the chosen option of the Instant Execution quotation mode.

4.5.2.1. In the Trade at the Actual Price option, the Client agrees by default to any price that is current on the Company's server.

4.5.2.2. In the Market Range option, the Client agrees to any actual price that is on the server, even if it differs from the actual price at the moment of pressing the button in the Internet Trading System (Trading Terminal). The trading operation shall be made if at the moment of confirmation of the Client's trading operation, the price on the server differs by no more than the value of the specified Market Range (inclusive). If this condition is not fulfilled, the Client shall be sent an additional request with an offer to execute the trading operation at a new changed price.

4.5.2.3. In the Market Range option the Client agrees that the trading operation may be executed at any price current on the Company's server if the Client's repeated attempts (at least 3 (three) consecutive attempts) to make the trading operation are denied by the server because the actual price on the server has changed beyond the Market Range specified by the Client.

4.6. The Company reserves the right to offer only one quotation mode (Fixed Price (on request) or Instant Execution) in the event of changes in the market conditions (increased volatility or reduction in liquidity, which may take place upon publication of news, at the end of the business week or before holidays, in case of technical failures).

4.7. When the terms and conditions are approved via the Internet Trading System (Trading Terminal), the trading operation shall be deemed executed provided that within the period of time while the price remains current the Client confirms the terms and conditions of the trading operation by pressing the button displaying the current quote and the button pressing signal is confirmed by the server of the Internet Trading System (Trading Terminal) within the period of time while the price remains current. Once the trading operation has been made, a message confirming the operation execution shall be sent to the Client. If, after pressing the button, the Client fails to receive such a message, the Client shall verify whether the trading operation has been executed by telephone or using other available means.

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- 4.8. Materials terms and conditions of trading operations may be approved by telephone. Access to this service shall be regulated by special conditions published on the Company's website.
- 4.8.1. Exchange of messages by telephone shall be made only upon the Client's identification. For identification the Client shall tell the Dealer their login and password to enter the Internet Trading System (Trading Terminal).
- 4.8.2. A trading operation between the Company (represented by the Dealer) and the Client shall be deemed as made when concluded by telephone provided that the following conditions are fulfilled:
- approval of material terms and conditions of the trading operation takes place only after completion of the Client's identification procedure as described above;
  - the Dealer repeats aloud the material terms and conditions of the trading operation after the Client;
  - After the essentials of the transaction are repeated by the Dealer, the Client immediately confirms the order by pronouncing any of the following: 'yes,' 'I confirm,' 'I agree,' 'deal,' or any other word that serves as an unambiguous confirmation of the Client's consent.
- 4.8.3. Material terms and conditions shall be deemed as approved at the moment the Client pronounces a word of confirmation. Only those terms and conditions that have been repeated aloud by the Dealer shall be deemed as approved. If the Dealer fails to repeat material terms and conditions correctly, the Client shall interrupt the Dealer and repeat the material terms and conditions again.
- 4.8.4. When exchanging messages by telephone, including the identification procedure, the Company shall record conversations using its own technical means. If the Client wishes, he/she may also record conversations using his/her own technical means. The Parties agree that the records of the telephone conversation between the Dealer and the Client made by the Company with the Company's technology and software and stored on magnetic or other media, shall serve and be deemed as sufficient evidence for settlement of disputes, both in the event of legal claims or settlement out of court.
- 4.8.5. Trading operations for which material terms and conditions are approved by telephone, including orders accepted by telephone, shall be recorded in the Internet Trading System (Trading Terminal) by the Dealer.
- 4.8.6. The status of the Trading Account may be clarified by telephone in the event of deviation of the trading operation or error in the Internet Trading System (Trading Terminal).
- 4.8.7. After the trading operation is executed, the password pronounced by the Client for identification purposes shall be deemed compromised. The Company strongly recommends changing the password in such cases after making the trading operation; otherwise the Company bears no responsibility for results of transactions made with the use of a compromised password.
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- 4.9. If there are any positions open at the end of the trading day, the Company shall unilaterally (without approval of material terms and conditions from the Client) rollover the open positions (SWAP). Open positions shall be rolled over during a few minutes upon the close of the trading day.
  - 4.10. The Company may unilaterally close the Client's open positions in the event envisaged by Clause 6.5 of these Rules.
  - 4.11. Financial result (profit and loss) of the Client under executed trading operations shall be reflected on the Trading Account at the moment of position closure for each instrument. Financial result shall be calculated in accordance with the procedure established by Section 6 of these Rules.

## 5. Placing, Modifying and Executing of Orders

- 5.1. The Client may place a BUY or SELL order at any time during the trading day; if the order meets the condition specified in Clause 5.2 of these Rules, the Company undertakes to accept the order, which must contain all essential terms of the trading operation listed in Clause 4.3 hereof.
  - 5.2. The price indicated in the order shall differ from the price broadcast in the Quote Feed at the moment of order placement. For orders to buy the above difference shall be measured based on the ASK price of the current price, for orders to sell - on the BID price. The minimum number of pips by which the order price should differ from the actual price is posted on the Company's website. The Company has the right not to accept for execution orders set in violation of this provision. The Company reserves the right to increase the value of the minimum order price difference from the current quotation in the event of increased volatility and lower liquidity of the market before the publication of news, and on Fridays before closing the trading day.
  - 5.3. The order may be set or canceled (withdrawn) by completing appropriate forms in the Internet Trading System (Trading Platform), as well as via telephone.
  - 5.4. Except for the cases specified in Section 5.7, the order shall be deemed valid until its cancellation by the Client or its execution. The order may cease to be valid provided there are no funds left on the Client's Trading Account. An order cannot be canceled once it is executed or once the quote price reaches the order price.
  - 5.5. Orders shall be executed by the Company in the following order:
    - 5.5.1. If at the time of processing SELL orders, the price specified in the order is less than the BID price reflected in the Price Feed, the order shall be executed at the price specified therein after the BID price becomes equal to or less than the price specified in the order.
    - 5.5.2. If at the time of processing SELL orders, the price specified in the order exceeds the BID price reflected in the Price Feed, the order shall be executed at the price specified therein after the BID price becomes equal to or exceeds the price specified in the order.
    - 5.5.3. If at the time of processing BUY orders the price specified in the order is less the ASK price reflected in the Price Feed, the order shall be executed at the price specified therein after the ASK price becomes equal to or less than the price specified in the order.
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- 5.5.4. If at the time of processing BUY orders the price specified in the order exceeds the ASK price reflected in the Price Feed, at the order shall be executed at the price specified therein after the ASK price becomes equal to or exceeds the price specified in the order.
- 5.6. Apart from simple BUY and SELL orders, the Client may submit related orders such as IF DONE and ONE CANCELS OTHER (OCO) orders. An IF DONE order consists of two orders, one of which shall be automatically activated (processed) at the time of execution of the other order. A ONE CANCELS OTHER (OCO) order also contains two orders. When one of the orders is filled in an OCO order, the second order is automatically cancelled.
- 5.7. In the event of sudden changes in an instrument quotations such as when the current quotation is different from the previous one by a few (tens of) points (a “gap”) and market conditions do not allow the execution of an order exactly on the conditions chosen by the Client, the orders shall be executed as follows:
- 5.7.1. The Company reserves the right not to execute the order at the price specified in the order, but to execute it at the earliest price available in the Price Feed after the gap with the removal of inactivated orders on having executed the connecting IF DONE.
- 5.7.2. In the event of a few orders for one instrument, the execution prices of which are within the range of a one-time quotation change, the orders may be executed at random.

## 6. Procedure for Calculating Financial Results

- 6.1. The financial result (profit or loss) from trading operations executed by the Client shall be calculated automatically when open position amount quotations are changed for each instrument. The calculation of the financial result is carried out in accordance with the current Section of the Rules.
- 6.2. The financial result shall be calculated according to the following formulae:
- 6.2.1. For spot instruments the price of which is indicated in U.S. dollars (USD):
- 6.2.1.1. for long positions:  $E \times (R_{bid} - R_c)$ ,
- 6.2.1.2. for short positions:  $E \times (R_c - R_{ask})$ ,
- 6.2.2. For spot instruments the price of which is indicated not in U.S. dollars (USD):
- 6.2.2.1. for long positions:  $E \times (R_{bid} - R_c) \times (USD/XXX)$ ,
- 6.2.2.2. for short positions:  $E \times (R_c - R_{ask}) \times (USD/XXX)$ ,

where:

$E$  – open position amount expressed in the basic (underlying) asset of a given spot instrument,

$R_c$  - average rate of trading operation per open position (shall be calculated as a weighted average of all purchase and sale trading operations from the moment of opening a position per the correspondent spot instrument),

Rbid - current applicable BID quotation per the correspondent spot instrument,

ask - current applicable ASK quotation per the correspondent spot instrument,

XXX - quotation currency of the correspondent spot instrument.

A positive financial result indicates that the Client has made a profit; a negative financial result indicates the Client's loss.

- 6.3. The current financial result (unrealized profit and losses) is recorded in the Internet Trading System (Trading Platform) in the U.S. dollar equivalent per each instrument separately. For some instruments the restatement of financial results into U.S. dollars shall be made per the current quotation of the correspondent currency pair to the U.S. dollar.
- 6.4. The financial result shall be fixed (realized) when an open position is getting closed; any realized profit shall be credited to the Client's Trading Account and any realized loss shall be debited from the Client's Trading Account.
- 6.5. If the unrealized loss per all the Client's open positions becomes equal to or exceeds the Stop-out Level, all the opened positions shall be forcibly closed at current market prices, and losses shall be debited from the Client's Trading Account. This rule takes precedence over all other orders. The Stop-out Level shall be specified on the Company's website.
- 6.6. If in the event of any malfunction in the Internet Trading System (Trading Platform) an incorrect financial result is seen, then, in calculating the financial result, that financial result shall be deemed true, whose calculation have been carried out according to the formulae indicated on the current Section of these Rules.

## 7. Responsibility of the Parties

- 7.1. The Company shall be liable for damage caused to the Client through the fault of the Company, that is, as a result of non-execution of the Company's obligations under the Agreement. In all other cases losses incurred by the Client shall be deemed as the result of his/her own actions or inaction.
- 7.2. In the event of a system failure due to which the Client made a trading operation (operations) at a non-market price (prices) the Company shall be liable to the Client in the amount of loss suffered as a result of such a failure (that is, the Company shall fully indemnify the Client for any loss incurred by the said failure). The Company shall also reserve the profit resulting from failure for the Client, but in an amount of no more than USD 500 (five hundred dollars) per 1 (one) Trading Account. System failures shall be announced by the Company through the Internet Trading System (Trading Terminal).
- 7.3. The Company shall keep daily records of reciprocal financial obligations of the Company and the Client under the Client's open positions and funds on the Client's Trading Account. Mutual financial obligations of the Company and the Client are funds on the Client's trading account, as well as the current financial result (unrealized profit and loss) on the Client's open positions. In the event of unforeseen situations, including technical failures and other force majeure, which make it impossible to precisely define the amount of the Client's current financial result (unrealized profit and loss) of open trades, reciprocal financial obligations of the Company and the Client shall be determined (calculated) based on the amount of funds on the Client's

Trading Account and the Client's current financial result (unrealized profit and loss) at 21:00:00 GMT on the previous trading day.

- 7.4. The Client shall be liable to the Company for losses incurred by the Company through the Client's fault, including damage incurred as a result of the Client's failure to provide (untimely provision of) any documents required to be provided to the Company in accordance with these Rules, as well as for damage incurred by the Company as a result of any misrepresentation of the information contained in documents provided by the Client.
- 7.5. The Company shall bear no liability for the Client's losses if such are incurred as a result of hacker attacks, failures (breakdowns) of computer networks, electrical power or telecommunication systems used to approve material terms and conditions of trading operations or to support the Company's other procedures, provided that such failures take place through no fault of the Company.
- 7.6. The Company shall bear no liability for results of trading operations which the Client decided to execute on the basis of analytical materials provided by the Company. The Client is aware that trading operations are associated with risks such as failure to receive expected income and loss of all or part of your funds.
- 7.7. The Company shall bear no liability for any Client's damages caused by technical glitches and (or) interruptions in Internet Trading System (Trading Terminal) functioning which occurred not due to the Company's fault.

## 8. Claims and Dispute Resolution

- 8.1. All disputes and disagreements between the Company and the Client regarding the execution of and settlements under trading operations and other actions stipulated in the Agreement and these Rules shall be settled through negotiations. If no agreement is reached, such disputes and disagreements shall be settled by the Commission for the Regulation of Relations of Financial Market Participants (KROUFR, [www.kroufr.ru](http://www.kroufr.ru)) or in a court subject to the extra-judicial dispute settlement procedures.
- 8.2. Any complaints and claims shall be filed in writing. The claim (complaint) shall specify: the claimant's demands; the claim amount and a reasonable calculation if the claim is subject to monetary valuation; grounds for and evidence of stated claims; a list of documents and other evidence accompanying the claim, certified by the claimant; other information as may be necessary to settle the dispute.
- 8.3. Claims regarding trading operations shall be filed by the Client no later than within 3 (three) business days from the incident, which serves as grounds for the claim. The Client agrees that delay in filing a claim shall be the grounds to deny its consideration.
- 8.4. Claims shall be sent via the feedback form, by e-mail, registered mail or registered letter with declared value, by wire, or by any other communication means allowing registration of the claim sending (including by fax), or shall be delivered against receipt. Claims shall be considered within 7 (seven) business days from the day of receipt. If a claim is not accompanied by documents necessary for its consideration, such documents shall be requested from the Client with submission deadlines specified. If requested documents fail to be received within the specified deadlines, the claim shall be considered based on the documents presented. Replies to claims shall be sent by e-mail, registered mail, registered letter with declared value, wire or by any other communication means allowing registration of the reply sending (including by fax), or shall be delivered against receipt.

8.5. In the event of disputable claim-related situations (depending on the subject of the dispute) the Company reserves the right to block, in full or in part, operations on the Client’s Trading Accounts until the given disputable situation is settled or until the Parties reach an interim agreement.

9. Amendments to the Rules

- 9.1. Amending these Rules and its Attachments shall be made by the Company, in its sole discretion.
- 9.2. Any amendments made by the Company to these Rules due to changes in legislative and regulatory control, as well as in trading system rules and agreements, shall become effective simultaneously with the changes in the above statements.
- 9.3. Any amendments and alterations to these Rules introduced by the Company on its own initiative shall become effective as of the date indicated by the Company.
- 9.4. To ensure that the Client is aware of all amendments and alterations to these Rules before the above amendments and alterations become effective, the Client undertakes to visit the Company's website at least once a week or to have his/her authorized persons to do so and to follow all amendments and/or alterations to these Rules.
- 9.5. Any amendments made to these Rules in compliance with the procedure of this Section shall, on the moment they become effective, apply to all persons who have concluded the Agreement, including those who concluded the Agreement before the effective date of the amendments. If the Client does not agree with the amendments and alterations made by the Company to these Rules, the Client has the right to unilaterally terminate the Agreement before such amendments and alterations become effective.

10. Details and Signatures of the Parties

The Company

The Client

FOREX CLUB INTERNATIONAL LIMITED,  
P.O. Box 3321, Road Town, Tortola, British Virgin Islands  
I.B.C. No.: 597332.

Name, Surname, Patronymic: \_\_\_\_\_

Passport No. \_\_\_\_\_

Address: \_\_\_\_\_

Director



Christalla Kirkillari/

\_\_\_\_\_ / \_\_\_\_\_



### TARIFFS ACCOUNT SERVICING RATES

Attachment No. 1 to the Rules and Procedures for Rendering Services (ExpertFX)

Service	Company's Tariff	Comment
<b>Funding the Trading Account:</b> <ul style="list-style-type: none"> <li>bank transfer;</li> <li>credit/debit card;</li> <li>account funding card;</li> <li>electronic money transfer.</li> </ul>	Electronic transfer system commissions apply*	When transferring funds in a currency other than US dollars, the amount transferred shall be converted to US dollars at the exchange rate applicable at the moment when funds are credited to the Trading Account. Conversion rates shall be daily updated by the Company.
<b>Withdrawal of the funds from the Trading Account:</b> <ul style="list-style-type: none"> <li>bank transfer;</li> <li>electronic transfer via WebMoney;</li> <li>to the Payoneer Prepaid MasterCard® debit card;</li> <li>electronic transfer via QIWI.</li> </ul>	USD 10 (ten dollars)** 0.8%***  USD 4 (four dollars)****  No commission	When withdrawing funds from the Trading Account in a currency other than US dollars, the amount transferred shall be converted to US dollars at the exchange rate set by the Company as of the moment when funds are debited from the Trading Account. Conversion rates shall be daily updated by the Company.
<b>Transferring funds between Trading Accounts (StartFX, ExpertFX, MetaFX) under the same profile</b>	USD 5 (five dollars)	Funds may be transferred between Trading Accounts (StartFX, ExpertFX, MetaFX) only if Trading Accounts belong to the same Client and <u>only under the same</u> Internet Clearing System (Profile) <u>profile</u> . This commission shall be charged only for Micro, Silver and Gold tariffs.
<b>Active Trading Account servicing</b>	Free of charge	A trading account shall be deemed active if at least one operation was initiated on it by the Client (funding/withdrawal, order setting/cancellation, etc.) during the last 180 (one hundred and eighty) calendar days.
<b>Inactive Trading Account servicing</b>	USD 5 (five dollars) per month	If in the last 180 (one hundred and eighty) <u>calendar</u> days no operations have been initiated and carried out by the Client on the Trading Account and if all positions related to the account are closed, on the first day of the following calendar month and monthly afterwards, the inactive account maintenance tariff shall be debited from the account until the first operation is executed on it. If it is impossible to debit the commission (the Client has insufficient own funds), the Client shall be excluded from bonus programs, and bonus funds (not subject to withdrawal) shall be debited from the Client's Trading Account.

Notes:

- \* The amount of the payment system commission is published on the Company’s website in “Deposit and Withdrawal”.
- \*\* When funds are withdrawn from Trading Accounts via bank transfer, the commission shall be deducted from the amount specified in the Withdrawal Order. When funds are transferred in US dollars and euros, commissions may be additionally withheld from transferred amounts by correspondent banks involved in the transfer (if any).
- \*\*\* When funds are withdrawn from Trading Accounts via WebMoney, the commission shall be deducted from the amount specified in the order (Withdrawal Request). The minimum commission is USD 2 (two dollars), the maximum commission is USD 50 (fifty dollars).
- \*\*\*\* This commission shall be charged by the Payoneer payment system.

Details and Signatures of the Parties

The Company

The Client

FOREX CLUB INTERNATIONAL LIMITED,  
P.O. Box 3321, Road Town, Tortola, British Virgin Islands  
I.B.C. No.: 597332.

Name, Surname, Patronymic: \_\_\_\_\_  
\_\_\_\_\_  
Passport No. \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Director

  
 Christalla Kirkillari/

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## RISK STATEMENT

### Attachment No. 2 to the International Financial Services Agreement

The purpose of this Statement is to inform the Client about the risks associated with trading operations on financial markets and to warn the Client about possible financial losses associated with such risks. The Statement does not disclose all potential risks, since the number of possible situations is enormous.

1. When executing trading operations, even relatively slight fluctuations in the exchange rate may have a material impact on the Client's Trading Account due to the leverage effect. If the market situation is not favorable for the Client's trades, he/she may incur losses in the amounts deposited by the Client to the Trading Account and any additional funds deposited to secure open trades. The Client shall bear full responsibility for taking into account all risks, using financial resources and choosing an appropriate trading strategy.
2. A number of instruments may undergo considerable price fluctuations within one trading day, which implies a high probability of both profits and losses from trading operations.
3. The Client shall bear the risk of financial losses incurred due to failure (breakdown) of computer, communication, electrical and other systems.
4. The Client hereby acknowledges that in a situation different from a regular market situation the time for processing the Clients' orders may increase.
5. The Client shall bear the risk of financial losses incurred due to force majeure.

When planning and executing high-risk operations the Client should always bear in mind that in actual practice the result achieved may differ from what is planned (or expected); such deviations, either positive or negative, often coincide in time and depend on a whole number of circumstances in a particular situation. The result of the Client's trading operations shall depend on how well the Client takes these circumstances into account.

In light of the foregoing, the Company recommends to the Client to carefully consider whether or not the risks inherent in trading on the international currency market are acceptable taking into account the Client's goals and financial possibilities.

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This Statement is not intended to force the Client to refuse to trade on the international currency market, but is intended to help the Client assess the risks related to operations on the international currency market and to choose the best strategy for the Client's activities in a responsible manner.

Details and Signatures of the Parties

The Company

FOREX CLUB INTERNATIONAL LIMITED,  
P.O. Box 3321, Road Town, Tortola, British Virgin Islands  
I.B.C. No.: 597332.

Director

The Client

Name, Surname, Patronymic: \_\_\_\_\_

Passport No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



Christalla Kirkillari/

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## RULES FOR NON-TRADING TRANSACTIONS

### Attachment No. 3 to the International Financial Services Agreement

#### 1. General Provisions

- 1.1. These Rules were drafted for the purposes of implementing anti-illicit trade, anti-financial fraud and anti-money laundering measures, aiming to protect the Company's Clients against fraud, detect and prevent any violations of law and formalize the procedure for non-trading transactions on Trading Accounts of the Company's Clients.
    - 1.1.1. All terms and definitions used herein shall be construed in accordance with meanings assigned thereto in the Rules and Procedures of Rendering Services (Attachment No.1 to International Financial Services Agreement).
  - 1.2. The Client shall:
    - 1.2.1. comply with all legal norms, including the international ones, aimed at anti-illicit trade, anti-financial fraud and anti-money laundering measures;
    - 1.2.2. avoid direct or indirect aid to any illegal financial activities and any other illegal transactions using the Internet Clearing System (Profile);
    - 1.2.3. avoid direct or indirect aid to any financial fraud or any other actions which are contrary to the international law and legal norms;
    - 1.2.4. avoid any actions able to directly or indirectly impair the anti-money laundering measures when using the Internet Clearing System (Profile) for any practical purpose.
    - 1.2.5. guarantee that (s)he is entitled to use the funds transferred to the Company's Accounts and that the funds are of legal origin and lawfully possessed.
  - 1.3. To ensure prompt communication with the Client in order to resolve any issues related to the non-trading transactions, the Company shall use Client's contact information submitted during registration or changed to comply with the rules as set forth by the Company. The Client agrees to receive messages from the Company at any time.
  - 1.4. The Company reserves the right to investigate the nature of any shady non-trading transactions and to suspend such transactions for this purpose for as long as it takes to find the cause of occurrence and complete the investigation.
  - 1.5. To protect the Client against any fraudulent transactions during the investigation, the Company reserves the right to request from Client copies of all identification cards and bank cards used to replenish the Trading Account, billing and other documents confirming the lawful possession and legal origin of funds.
  - 1.6. In case a shady non-trading transaction is revealed, the Company may:
    - 1.6.1. refuse to execute such transactions for the Client;
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- 1.6.2. restrict the withdrawal of funds from the Trading Account in any way (at the Company's discretion);
  - 1.6.3. return the funds previously transferred from the Client's Trading Account to the accounts from which such funds were transferred to the Company's Account in order to replenish the Client's Trading Account;
  - 1.6.4. close the Client's Trading Account and refuse any further service;
  - 1.6.5. charge a Trading Account service fee on the Client's Trading Account if the Client fails to carry out any trading transactions within the time set by the Company or charge the mentioned fee for the period from the date of opening of the Trading Account through the date of closing by the Client as well as in other cases of inappropriate use of the Trading Account by the Client as specified by the Company;
  - 1.6.6. deduct from the Clients funds all fees and expenses related to the execution of the shady non-trading transaction;
  - 1.6.7. record all profits and losses and close the Client's open positions thereafter;
  - 1.6.8. block access to the Internet Trading System (Trading Terminal) for as long as it takes to remedy the circumstances which made the transaction look shady.
- 1.7. The refusal to execute shady non-trading transactions or termination of the Agreement made with the Client whenever a shady non-trading transaction is revealed by the Company shall not trigger any civil liability of the Company for failure to perform obligations hereunder.
  - 1.8. The Company may close the Trading Account if the Client does not execute any Trading Account transactions within 12 (twelve) consecutive months and if no funds are available on the Trading account.
  - 1.9. The Company can charge fees for maintenance of inactive Trading Accounts in accordance with the Trading Account Maintenance Fee Schedule (Attachment No. 2 to the Statement of Work).
  - 1.10. If the Client submits an Instruction for Withdrawal of Funds defined in Section 4 hereof, and in case of failure to execute trading transactions before the relevant Instruction is submitted, the Company may charge the Client an additional fee for executed non-trading transactions in the amount of 2% of the total sum of the funds withdrawn.
2. Detection criteria for and features of shady non-trading transactions
    - 2.1. A non-trading transaction may be deemed shady by the Company if:
      - excessive funds remitted to and/or withdrawn from the Client's Trading Account are revealed even if no trading transactions are executed on the Trading account;
      - any odd transactions with no evident economic rationale or evident lawful goal are revealed;
      - any circumstances which imply that transactions are executed for money laundering purposes or for terrorist financing are revealed;
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- the Client fails to submit information to enable his/her identification within the time as set by the Company, or submits inaccurate data and/or the specified addresses and phone numbers fail to provide communication with the Client;
- forged, invalid or low-quality documents (monochromatic, illegible) are submitted.

This list is not exhaustive and may be amended at the Company's discretion.

- 2.2. The Company subjective evaluation shall be the basis for detection of the said transactions.
- 2.3. If any shady non-trading transactions are detected, the Company shall have discretion to make a decision on further actions concerning the Client, his/her trading and non-trading transactions.

### 3. Crediting the Trading Account

- 3.1. To credit his/her Trading account, the Client may transfer the funds to the Company's Accounts or accounts of Paying Agents authorized by the Company. The list of the authorized Paying Agents and their banking details are available in the Internet Clearing System (Profile).
- 3.2. To transfer the funds to the Company's Accounts, the Client shall follow the requirements and restrictions as laid down by applicable laws and legal instruments adopted by the countries where the said transfer is made.
- 3.3. Before making a transfer, the Client shall use the data in the Internet Clearing System (Profile) to check the banking details of the Company.
- 3.4. The Client is solely liable for the accuracy of all payments made. If the Company's banking details were changed, the Client shall be solely liable for all payments made under the outdated banking details as soon as the new ones are posted in the Internet Clearing System (Profile).
- 3.5. The Client may either use only his personal bank account or make a personal payment (without opening a bank account) to make a bank transfer to the Company Bank Account specified on the Client's page in the Internet Clearing System (Profile). The Client may use either his personal electronic account or that of a person duly authorized by the Client to make a wire transfer to the Company's Accounts.
- 3.6. The Company reserves the right to refuse to credit funds transferred to the Company's Account if the payment reference of such funds differs from the one specified on the Client's page in the Internet Clearing System (Profile). In such a case the Company shall send the funds back to the account from which they were transferred. All the expenses related to such a transfer shall be attributable to the Client.
- 3.7. If the payment was received from a bank plastic card of a third person, the Company may require to submit documents confirming such third person's consent to replenish the Trading Account, documents identifying the third person and a scanned copy of the plastic card. If the documents are not submitted or if the Company has reasons to deem the documents unreliable, the Company reserves the right to return the payment to the account it was transferred from.

To submit a scanned copy of a bank card in compliance with this clause, the below requirements shall be followed for safety purposes:

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- the number on the face of the card must be covered leaving only the first six and the last four figures;
  - the CVV2/CVC2 security code on the reverse shall be covered as well.
- 3.8. The Client understands and agrees that the Company shall not be liable for the period of payment transfer and the circumstances which lead to the transfer malfunction, if such circumstances were caused by the payment system or the bank and not the Company.
- 3.9. The Company shall credit the funds placed on the Company's Account to the Client's Trading Account. The Client understands and agrees that all fees and other expenses relating to the method of transfer (s)he selected and the transfer of funds to the Company's Account shall be attributable to the Client.
- 3.10. The appropriate currency for the Company to accept transferred funds and remit those to the Client's Trading Account is specified in the Client's Internet Clearing System (Profile).
- 3.11. Conversion rate as well as other expenses related to the credit of funds are published in the Internet Clearing System (Profile) and may be changed at the Company's discretion.
- 3.12. Funds which are not directly related to the compensation costs shall be placed onto to the Client's Trading Account if:
- the funds transferred by the Client arrive in the Company's Accounts specified in the Internet Clearing System (Profile) (section "Account replenishment");
  - funds are transferred to the Client's Trading Account from a different Trading Account of that Client opened with the Company within the same profile between different tariffs (StartFX, ExpertFX, MetaFX);
  - the funds previously transferred to the Client are returned to the Company's Accounts in case of failure to get through to the Client in order to promptly resolve a problem and re-transfer the funds.
- 3.13. Funds shall be credited to the Client's Trading Account within the following time limits:
- If the Trading Account is replenished by funds transferred to the Company's Account or accounts of Paying agents – not later than the end of the next working day from the date of the arrival of funds in the Company's Account or an account of a Paying agent with all data required for identification of the payment available in the billing document. The Company shall not be liable for the prompt and accurate credit of funds transferred by the Client using the banking details which differ from those posted in the Internet Clearing System (Profile). If the Client uses any means of instant account replenishment, such as top up vouchers, to credit his/her Trading Account or uses the international payment systems, such as VISA, MasterCard, Skrill, etc. after the close of business on Friday, the funds may be credited before the first hour of the following trading day is out;
  - If the Trading Account is replenished by funds transferred from the Client's different Trading Account (Instruction for Internal Transfer of Funds) – within 1 (one) business day, but not later
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than the end of the following working day as from receipt of the Instruction for Internal Transfer of Funds.

- 3.14. If the funds sent through bank transfer didn't arrive in the Client's Trading Account within 5 (five) business days as of the date of transfer, the Client may fill in a follow-up form (Section 6 hereof) and sent a request to the Company supported by documents confirming the executed bank transfer (payment orders, copies of documents (swift), etc.).
- 3.15. Pursuant to the Client's request, the Company shall carry out an internal investigation in order to resolve the situation defined in clause 3.14 hereof.
- 3.16. Subject to the internal investigation, the Company shall take one of the following actions:
  - 3.16.1. If the investigation reveals that the funds didn't arrive in the Company's Account the Company wraps up the internal investigation and notifies the Client of these findings. The Client may address the bank which made the transfer for further investigation of the circumstances specified in clause 3.14 hereof. The Company shall bear no liability for any disputes or conflicts arising between the Client and the bank in connection with the transfer the latter made.
  - 3.16.2. If the Company detects that the funds arrived in its Account it shall wrap up the internal investigation and credit the funds to the Client's Trading Account.

#### 4. Deduction of funds from the Client's Trading Account

- 4.1. The Client may at any time administer any and all funds deposited to his Trading Account by sending to the Company an Instruction for Withdrawal of Funds from the Client's Trading Account or an Instruction for Internal Transfer of the Client's Funds to his/her other Trading Account. The Instruction shall contain the Client's order to deduct funds from the Client's Trading Account or the order to transfer funds to his/her other Trading Account opened with the Company, in compliance with the following conditions:
  - The Client's Instruction for Withdrawal of Funds shall cover the amount not exceeding clear balance of funds deposited to the Trading Account and not less than the amount of deduction fee kept back by the Company from the sum specified in the Instruction under Trading Accounts Maintenance Fee Schedule (Attachment No. 2 to the Statement of Work). The clear balance shall be calculated automatically online taking into consideration the current loss on open positions and the sum required to secure the same. Instructions for sums which are less than or equal to the deduction fee are not accepted and will not be executed; the Company may waive such an Instruction.
  - The Client's Instructions for Withdrawal of Funds from his/her Trading Account shall comply with the requirements and follow restrictions as set forth by the applicable laws and other legal instruments adopted by the countries where the said transfer is made.
  - All the Client's Instructions for Withdrawal of Funds from the Client's Trading Account shall comply with the requirements and follow restrictions as set forth herein and in the Agreement entered into between the Client and the Company.

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- 4.2. A Paying Agent authorized by the Company may transfer the funds to the Client's account to execute the Instruction for Withdrawal of Funds from the Client's Trading Account.
  - 4.3. The Client shall draft the Instruction for Withdrawal of Funds from the Client's Trading Account or the Instruction for Internal Transfer of Client's Funds to the Client's different Trading Account in the currency of the Trading Account. If the Client's Trading Account currency differs from the currency of transfer, the Company shall convert the transferred sum into the currency of transfer.
  - 4.4. The currency in which the Company executes transfers to the Client's account is specified in the Internet Clearing System (Profile).
  - 4.5. The conversion rate, fee level and other expenses shall be posted in the Internet Clearing System (Profile) and may be changed at the Company's discretion.
  - 4.6. The Company reserves the right to impose restrictions on minimum and maximum deducted sums. Such restrictions shall be posted in the Internet Clearing System (Profile).
  - 4.7. Currency of transfer, conversion rate, level of fee and other expenses as well as minimum and maximum deducted sums shall depend on the deduction method specified in the Internet Clearing System (Profile).
  - 4.8. The Client understands and agrees that all the fees and other expenses related to the execution and process of the selected deduction method shall be attributable to the Client.
  - 4.9. Funds shall be deducted from the Client's Trading Account if the Company receives an Instruction for Withdrawal of Funds from the Client's Trading Account or an Instruction for Internal Transfer of the Client's Funds to a different Trading Account of the Client.
  - 4.10. The Instruction shall be deemed accepted by the Company if it is prepared and displayed in a special Reports section of the Internet Clearing System (Profile). An Instruction prepared otherwise shall not be accepted and executed by the Company.
  - 4.11. Instructions for Withdrawal of Funds are processed by the Company within the following time limits:
    - 4.11.1. An Instruction on Withdrawal of Funds to a bank account received before 12 p.m. GMT shall be processed at the day of receipt by the Company;
    - 4.11.2. An Instruction for Withdrawal of Funds to the bank account received after 12 p.m. GMT shall be processed during the working day following the day of receipt;
    - 4.11.3. An Instruction for Withdrawal of Funds to a Payoneer Prepaid MasterCard® debit card, QIWI electronic account, Yandex Money electronic account, WebMoney electronic account, received before 12 p.m. GMT shall be processed at the day of receipt by the Company;
    - 4.11.4. An Instruction for Withdrawal of Funds to a Payoneer Prepaid MasterCard® debit card, QIWI electronic account, Yandex Money electronic account, WebMoney electronic account, received after 12 p.m. GMT shall be processed during the working day following the day of receipt.
  - 4.12. The Client may send an Instruction for Withdrawal of Funds" at any time and in any way available through the Internet Clearing System (Profile). If not all of the specified methods are available to the Client the
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Company notifies the Client accordingly through the Internet Clearing System (Profile) during the very process of method selection or at any other time before the Instruction is processed by the Company.

- 4.13. The Client may prepare an Instruction for Withdrawal of Funds to a bank account, "Payoneer Prepaid MasterCard® debit card, QIWI electronic account, Yandex Money electronic account, WebMoney electronic account provided that these are registered exclusively in his/her name. The respective Instructions for Withdrawal of Funds prepared for third parties' bank accounts, Payoneer Prepaid MasterCard® debit cards, QIWI electronic accounts, Yandex Money electronic accounts, WebMoney electronic accounts shall not be accepted and executed by the Company.

The Client may prepare an Instruction for Internal Transfer of the Client's Funds to a different Trading Account of the Client registered in his name, opened within the same profile in the Internet Clearing System (Profile). Instructions for Internal Transfer of the Client's Funds to the accounts of third parties shall not be accepted and executed by the Company.

- 4.14. The Client understands and agrees that when the funds are deducted from the Trading Account on the basis of an Instruction for Withdrawal of Funds, the funds may be credited only to the following accounts:

- 4.14.1. QIWI electronic accounts used by the Client in order to replenish his/her Trading Account (where QIWI electronic system was used for deduction purposes);
- 4.14.2. Yandex Money electronic accounts used by the Client in order to replenish his/her Trading Account (where Yandex Money electronic system was used for deduction purposes);
- 4.14.3. WebMoney electronic accounts used by the Client in order to replenish the Trading Account or any WebMoney electronic accounts registered in the Client's name with a purse passport level not lower than Initial.

- 4.15. The transfer of funds to the Client's account shall follow the below procedure:

- if the funds are transferred to a bank account – on the day following the day of processing an Instruction;
- if the funds are transferred through the following electronic payment systems: WebMoney, QIWI and Yandex Money or to a Payoneer Prepaid MasterCard® debit card – on the day of processing the Instruction.

- 4.16. The Client may send a request to the Company demanding an internal investigation if the funds deducted from the Trading Account by the Client under an Instruction for Withdrawal of Funds failed to arrive in the respective accounts of the Client within the following time:

- 4.16.1. Within 5 (five) working days if the funds were remitted via bank transfer;
- 4.16.2. Within 2 (two) working days if funds were transferred to a WebMoney electronic account, QIWI electronic account, Yandex Money electronic account or to a Payoneer Prepaid MasterCard® debit card.

- 4.17. The Company may submit to the Client a copy of a billing document or of an account statement confirming the deduction of funds for transfer to the Client's account. The Client understands and agrees that an

internal investigation and drafting of all the documents it may require may result in commission costs incurred by the Company which shall be reimbursed at the Client's expense. The reimbursement method shall be individual for each Client and may require transfer of a relevant amount to the Company's account or deduction of the amount from the Client's Trading Account.

- 4.18. If the above internal investigation reveals that the failure to credit funds to the Client's account occurred through the Company's fault, the Company shall reimburse the Client the amount of the commission costs charged under clause 4.17.
- 4.19. If when preparing an Instruction for Withdrawal of Funds the Client made an error in the banking details whereafter no funds were credited to the Client's account, the commission costs required to resolving this situation shall be attributable to the Client.
- 4.20. The Client may cancel the Instruction made previously by submitting an application to cancel the Instruction. An Instruction may be cancelled by the Client if the Client clearly defines in the application which Instruction is to be deemed cancelled. The Client may cancel an Instruction submitted previously before it is processed by the Company according to the time limits specified herein.
- 4.21. The Client may withdraw funds mentioned in his/her Instruction on "Withdrawal of Funds". Such withdrawal may be sent before the funds arrive in the Client's account. The Client shall accept all the activities executed by the Company and/or organization maintaining the Company's Account(s) and pay for all services rendered by the Company and expenses incurred by it in relation to the execution of the Instruction.

## 5. Liability of the Parties

- 5.1. The Company shall be liable for the damage caused to the Client through the Company's fault, i.e. as a result of failure to perform Company's obligations under the Agreement. Otherwise, the Client's losses shall result from his acts or omissions.
- 5.2. The Client shall be liable before the Company for any losses incurred by the Company through the Client's fault including the damage resulting from the Client's failure to submit (or late submission of) any documents to the Company as specified herein, as well as any damage caused to the Company as a result of any misrepresentation of information contained in the documents submitted by the Client.
- 5.3. The company shall not be liable for the Client's losses if such losses resulted from hacker attacks, breakdown (malfunctions) of computer networks, power grids and electric communication systems which are used directly to enable certain operational procedures of the Company and took place through no fault of the Company.
- 5.4. The Company shall not liable for any discrepancies between the data displayed in the Internet Trading System (Trading Terminal) of the Client and the data on the Company's server during the process of measuring the Client's profits and losses. To remedy any such discrepancy, the Company shall adjust the data in the Internet Trading System (Trading Terminal) in accordance with the information presented on the Company's server.

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## 6. Procedure for investigations of non-trading transactions and resolving disputable situations

- 6.1. All disputes and disagreements between the Company and the Client related to the acts contemplated by the Agreement and hereby shall be settled through negotiations, or, in case of failure to reach an agreement, through the Commission for Regulation of Relations of Financial Market Participants (KROUFR, [www.kroufr.ru](http://www.kroufr.ru)) or a judicial proceeding in compliance with the extrajudicial dispute settlement procedure.
- 6.2. To file a request for an investigation of transfer or to file a claim in relation to non-trading transactions the Client shall accurately fill in a standard follow-up form on the Company's site. All requests submitted otherwise (on a forum, by e-mail, phone, etc.) shall not be accepted to launch the investigation.
- 6.3. A request and/or a claim prepared in accordance with clause 6.2 shall automatically receive a unique application number, and a relevant confirmation is sent to the Client from the Company's e-mail ([noreply@fxclub.org](mailto:noreply@fxclub.org)). Letters from this e-mail are sent automatically and require no reply.
- 6.4. The Company may leave a request unanswered if it contains:
- emotional evaluation of a disputable situation;
  - offensive statements addressed to the Company;
  - obscene words.
- 6.5. In order to carry out an investigation of a transfer and examine a claim the Company may request the Client to submit additional billing documents and identifying documents. A claim related to the non-trading transactions shall be filed by the Client not later than the 5 (fifth) working day as of the occurrence of the fact which triggered the claim. The Client agrees that filing a claim after the deadline shall be a reason for refusal to examine the claim.
- 6.6. A claim relating to any non-trading transactions shall be sent through a follow-up form. The claim examination period shall be 3 (three) working days as of the day of receipt. If the claim is not supported by documents necessary for its examination, such documents shall be requested from the Client indicating the time limits for submission thereof. If the requested documents are not received by the established date the claim shall be examined basing on the available documents. The answer to the request is sent by e-mail.
- 6.7. In case of disputable pre-action situations, the Company reserves the right (depending on the merits of dispute) to block any or all transactions on the Client's Trading Accounts until such disputable situations are settled or the Parties come to an interim agreement.

## 7. Amendments

- 7.1. These Rules shall be amended by the Company unilaterally.
- 7.2. Amendments to these Rules made by the Company in connection with a change in the statutory and legislative regulation as well as in the rules and contracts of the trading systems come into effect at the same time as the changes in the mentioned instruments do.
- 7.3. All amendments hereto made by the Company at its own discretion come into effect on the day specified by the Company.
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- 7.4. In order to ensure guaranteed awareness of the Client, who entered into the Contract, of the introduced amendments before enactment thereof the Client shall not less than once a week log-in to the Company's site personally or through authorized persons to get data on the amendments made hereto.
- 7.5. Since the date of enactment any amendments hereto in compliance with the procedures of this section apply to all the persons entered into the Contract including those who entered into the Contract before the enactment of changes. If the Client disagrees with amendments made hereto by the Company the Client may terminate the Contract unilaterally before such amendments come into force.

8. Details and Signatures of the Parties

The Company

The Client

FOREX CLUB INTERNATIONAL LIMITED,  
P.O. Box 3321, Road Town, Tortola, British Virgin Islands  
I.B.C. No.: 597332.

Name, Surname, Patronymic: \_\_\_\_\_

Passport No. \_\_\_\_\_

Address: \_\_\_\_\_

Director

\_\_\_\_\_



Christalla Kirkillari/

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