

Approved by  
Kimbo LLC Director  
*(signature)* O.V. Volkov  
*July 16, 2020*  
Round seal affixed: Kimbo \* Limited Liability  
Company \* Minsk \* Republic of Belarus

**The Terms and Conditions of Transactions with Non  
Deliverable Over-The Counter Financial Instruments**

**Minsk, 2020**

## Company Details

Kimbo LLC Registration number is 193295922, which is also included in the Forex Companies registrar on 11.03.2020, with certificate №21, the legal address of Kimbo LLC is 223050 Minsk region, Kolodischi, Minskaya st. 69a-2, Office 34, Republic of Belarus.

## Introduction

The Terms and Conditions of Transactions with Non-Deliverable Over-the-Counter (OTC) Financial Instruments in Kimbo LLC (hereinafter referred to as the Terms and Conditions) have been drawn up in accordance with Decree of the President of the Republic of Belarus dated June 4, 2015 No.231 “On the Implementation of Activities on the OTC Forex Market”, Resolution of the Board of the National Bank of the Republic of Belarus dated February 12, 2016 No.69 “On Approval of the Instruction on Establishing Requirements for Internal Control and Risk Management in Forex Companies, the National Forex Center, Resolution of the Board of the National Bank of the Republic of Belarus dated February 9, 2016 No.64 “On Approval of the Instruction on the Requirements to the Contents of the Terms and Conditions of Transactions with Non-Deliverable OTC Financial Instruments Approved by Forex Companies, Banks, Non-Bank Credit and Financial Organizations, the National Forex Center”, Resolution of the Council of Ministers of the Republic of Belarus and the National Bank of the Republic of Belarus dated February 15, 2016 No.123/5 “On Determining Underlying Assets for Transactions with Non-Deliverable OTC Financial Instruments” and other applicable legislative acts.

These Terms and Conditions establish the procedure for performing Transactions with non-deliverable OTC financial instruments (hereinafter referred to as Transactions) by Kimbo LLC (hereinafter referred to as the Forex Company).

The Terms and Conditions are a public document and are available for familiarization by all interested persons.

The Terms and Conditions come into effect from the moment of approval by Director of the Forex Company and are valid until another similar document is adopted.

The Terms and Conditions may be changed by the Forex Company unilaterally upon notification of the Client by posting the new version of the Terms and Conditions on the website of the Forex Company at least 10 days prior the changes come into effect.

## 1. Terms and Definitions

1.1. Transaction with a non-deliverable OTC financial instrument is an OTC Transaction consisting of two parts, opening and closing positions, that does not provide any rights and imposes no obligations on purchase (sale) of the underlying asset, but creates the obligation to pay (the right to receive) 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.

1.2. For the purposes of the Terms and Conditions, the following terms and definitions are used:

“Customer Account” is a record in the Forex Terminal used for reflecting and accounting of Transactions performed under the Agreement;

“Effective price” is a quotation at which the Forex Company is ready to perform a transaction at a certain moment of time.

“Ask” is the price at which the Client can perform a BUY Transaction (purchase of an instrument).

“Base Foreign Currency” is a foreign currency in a currency pair, the ratio of the value of which to the value of the quoted currency forms the value of this foreign currency quotation. When indicating a foreign currency, the base foreign currency is indicated first in the pair.

“Underlying Asset” is an asset underlying a non-deliverable OTC financial instrument, the difference in the quotes of which serves basis for calculation of the financial result of the

Transaction. The underlying asset can be a foreign currency, precious metals, securities, oil, futures contracts, options, interest rates on the international capital market, and stock index values.

“Buy Limit” is an order that involves opening a long position at a price lower than the current price at the time of placing the order on fixing the price of the Instrument.

“Buy Stop” is an order that involves opening a long position at a price higher than the current price at the time of placing the order on fixing the price of the Instrument.

“Balance” is the current amount of margin security of the Client without account of the financial result of open positions; foreign currency is a type of underlying asset, which is the ratio of the value of two foreign currencies (the base foreign currency and the quoted currency), in respect of which the Transaction is performed.

“Bar” (“Candle”) is an element of the chart that includes the opening and closing prices, as well as the maximum and the minimum prices for a certain period.

“Bid” is the price at which the Client can perform a SELL Transaction (sale of an instrument).

“Account Currency” is a foreign currency in which the amounts of all account Transactions are denominated and calculated.

“Remuneration of the Forex Company” is the funds received by the Forex Company as a result of Transactions and/or Transactions with margin security performed by Clients, including amounts charged in the form of commissions for Transactions, rolling-over positions to the next day, adding funds to the Account, withdrawing funds from the Account.

“Gap” is a price change when the subsequent Quotation differs from the previous one by more than the size of the spread.

“Demo Account” is a demo account of a Client in the Forex Terminal that simulates Transactions on the OTC Forex market. Transactions on the Demo Account are performed using virtual funds, and the Transaction itself does not create an obligation to pay (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.

“Long Position” (“Long”) is a purchase of the Instrument with a view to an increase in the exchange rate.

“Closed Position” is the result of the second part of the Transaction with a non-deliverable OTC financial instrument.

“Pledge” is the amount blocked on the Client’s Account to maintain all their Open Positions. The requirements for the amount of the Pledge necessary to Open a Position for each Instrument are set on the Server of the Forex Company and are also specified on the Website.

“Instrument” is a non-deliverable OTC financial instrument in respect of which the Client performs Transactions in accordance with these Terms and Conditions. The up-to-date information on the number of Instruments and terms of Transactions is set on the Server of the Forex Company and also published on the Website.

“Client” is a legal entity or an individual with whom an Agreement on Transactions with Non-Deliverable OTC Financial Instruments has been concluded. An individual can become a Client of the Forex Company upon reaching the age of 18.

“Contract for Difference” (“CFD”) is an Instrument based on a change in the exchange rate of the underlying asset.

“Short Position” (“Short”) is a sale of the Instrument with a view to a decrease in the exchange rate.

“Quotation, Quote” is information on the current exchange rate for the purchase/sale of the underlying asset expressed as the purchase price or the sale price.

“Quoted Currency” is the second foreign currency in the currency pair designation for which the Client can buy or sell the base foreign currency. A similar concept “currency” will be used hereinafter instead of the “foreign currency”.

“Personal Virtual Cabinet of the Client” (hereinafter “Personal Cabinet”) is a confidential section on the web-server of the Forex Company in which identification data of the Client is stored

and whereby the Client has the opportunity to draw up notifications of dispatch of documents and funds, transfer orders to debit funds from the Client's Account and perform other Transactions to manage the Account. The Personal Cabinet is located on the Website of the Forex Company in a special section which is equipped with special cryptographic protection tools in order to restrict access and ensure confidentiality of information.

"Terminal Log File" is a file created by the Forex Terminal that logs all requests and orders sent by the Client with millisecond accuracy.

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

"Login" is the registration name used by the Client as an identifier to access the Personal Cabinet.

"Lot" is the standard volume of the Instrument in respect of which the Transaction is performed. A separate Transaction can relate to several Lots or their parts. Lot sizes for each Instrument are set on the Server of the Forex Company and indicated on the Website.

"Margin Security" ("Margin") is the amount that must be allocated on the Account to open and maintain a Position. The size of Margin Security for each Instrument is set on the Server of the Forex Company and indicated on the Website.

"Leverage" is the ratio of the amount specified in the order on fixing the price of the Client's underlying asset when opening a position and the margin security amount.

"Margin Call" is a low level of the Client's margin security, which implies the need to increase it by adding funds to the Client's Account in order to avoid reaching the "Stop Out" level and forced closing of open positions.

"Inactive Account" is the Client's Account on which no Transactions and/or Transactions with Margin Security have been performed on the Client's initiative within the last one hundred and eighty (180) calendar days.

"Transaction with Margin Security" is a transaction for crediting and/or debiting funds to and/or from the Client's Account.

"Transaction Volume" is the product of the number of lots by the nominal lot size.

"Trading Time" is the time interval during which transactions with non-deliverable OTC financial instruments can be made. The Transaction Time for each Instrument is set on the Server of the Forex Company and indicated on the Website.

"Trading Day" is the time period from 00:00:00 Monday to 00:00:00 Saturday GMT with the exception of weekends and holidays. As a result of transition to summer/winter time, the start and end time of the Trading Day may shift by one (1) hour. The Trading Day may differ for individual Financial Instruments. The up-to-date information on weekends and holidays, Financial Instruments with a different Trading Day is published on the Website of the Forex Company and is also set on the Server.

"Transaction" is an over-the-counter transaction consisting of two parts, namely, opening and closing a position, it does not provide for the rights and obligations of the parties to buy (sell) the underlying asset, but creates an obligation to pay (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.

"Open Position" is the amount and/or volume of the purchased (or sold) Instrument that is not covered by the opposite sale (purchase) of the same Instrument in the same amount and/or volume. As a result of Opening a Position the Client is obliged to: perform the opposite Transaction to close a Position of the same volume; maintain the level of Margin not lower than the size set by the Forex Company.

"Deferred Order on Fixing the Price of the Underlying Asset" ("Deferred Order") is the Client's order on fixing the price of the underlying asset upon reaching by the underlying asset of the level set in the Client's order on fixing the price of the Instrument.

"Password" is a secret sequence of characters used by the Client as an identifier to log into the Personal Cabinet and to gain access to the Account in the Forex Terminal.

“Payment Agent” is a third party engaged by the Forex Company for the purpose of crediting funds to the Account of the Forex Company.

“Liquidity Provider” as a bank, non-bank credit and financial institution, the National Forex Center, other Forex company or non-resident legal entity that has the right to operate on the OTC Forex market in accordance with the legislation of the Republic of Belarus or a foreign country.

“Quote Flow” is a sequence of quotes transmitted to the Forex Terminal, including, among other, all quotes provided to Clients upon their requests, as well as all quotes for the de facto performed Transactions.

“Slippage” is the difference between the price of the underlying asset expected by the Client at the time of submitting an order on fixing the price of the underlying asset and the actual price at which the order on fixing the price of the Client’s underlying asset is executed. If the execution is performed on better terms than expected by the Client, the so-called “positive slippage” occurs, and in case of worse terms the “negative slippage” occurs.

“Website” is the website of the Forex Company on the global Internet located at <https://fxpn.by//>, as well as other sites on the global Internet that the Forex Company refers to in these Terms and Conditions of Transactions or on the Website of the Forex Company.

“Free Margin Security Balance” is the funds on the Client’s Account balance that can be used to open new positions. It is determined by the formula: the current balance of the Client’s Account minus the Pledge.

“Swap” (“SWAP”) is the funds debited or credited to the Client’s Account for rolling a position over to the next trading day. Swaps are calculated and fixed at the last minute of the trading day according to the server time (from 23:59 to 00:00). The swap size for each Instrument is set on the Server of the Forex Company and is also indicated in the contract specification on the Website.

“Sell Limit” is an order on fixing the price of the underlying asset, which implies opening a Short Position at a price higher than the current price at the time of submitting the order on fixing the price of the Instrument.

“Sell Stop” is an order on fixing the price of the underlying asset, which implies opening a Short Position at a price lower than the current price at the time of submitting the order on fixing the price of the Instrument.

“Server of the Forex Company” is a software and hardware complex that processes Client’s orders and requests, provides the Client with information on changes in prices for Financial Instruments in real time (to the extent determined by the Company), records mutual obligations between the Client and the Forex Company, and also fulfills other terms of these Terms and Conditions.

“Contract Specification” means the main parameters (spread, lot size, minimum Transaction volume, step for changing the Transaction volume, initial margin security, etc.) for each Instrument. Published on the Website.

“Debiting Funds” is debiting funds from the Client’s Account and transferring them according to the account details of the Client or their Authorized Person specified by the Client in the order on withdrawing funds.

“Spread” is the difference between the Ask Price and the Bid Price of the Instrument expressed in points. The Spread can change depending on market conditions, it can be fixed or floating.

“Funds” (“Equity”) is a weighted estimate of the value of funds on the Account, which is the amount of funds on the Account inclusive of unrealized profit (losses).

“Stop Loss” is an order that involves closing a previously opened position at a price less favorable to the Client than the current price at the time of submitting the order on fixing the price of the Instrument.

“Stop Out” is an order to forcibly close a position generated by the Server (without the Client’s consent and its prior notification in case of insufficient funds to maintain an open position). The Terms and Conditions on forced closing of a position are reflected in these Terms

and Conditions. The margin levels that can cause a forced position closing are set on the Server of the Forex Company and are also published on the Website.

“Account of the Forex Company” is a current account of the Forex Company in a bank, non-bank credit and finance institution, an account (wallet) in an electronic payment system, as well as other accounts, including those of Payment Agents, to which the Client credits the margin security.

“Take Profit” is an order that implies closing a previously opened position at a price that is more favorable for the Client than the price at the time of submitting the order on fixing the price of the Instrument.

“Ticket” is a unique identification number assigned to each open position or deferred order in the Forex Terminal.

“Execution Type” is the technological process of receiving (confirming) the Effective Price by the Client when performing a transaction. The available Execution Types differ depending on the types of Accounts, Instruments and orders and are defined in these Terms and Conditions on Transactions, as well as are indicated on the Website of the Forex Company.

“Authorized Person” is an individual or legal entity with official authority to manage, perform certain actions.

“Margin Security Level” is the percentage ratio of Equity to Pledge.

“Hedging” (“Locking”) is the possibility of having positions on one Instrument in opposite directions.

“Forex Terminal” is a specialized software and hardware complex, by means of which the Client can perform Transactions via the global computer network Internet, including agreeing the essential terms of Transactions with the Forex Company and recording the agreed terms, as well as agreeing the content of submitted and cancelled orders on fixing the price of the underlying asset. The Forex Terminal allows the Client to receive financial information from international financial markets, send requests to the Forex Company, and receive confirmations and reports from it. The Forex Terminal provides identification of the parties (confirmation of the authenticity of the parties) that exchange messages, as well as ensures confidentiality and integrity of the messages themselves using built-in cryptographic protection tools. This software and hardware complex includes the MetaTrader4 information and trading system, as well as other systems used by the Forex Company for the purpose of performing an agreement with the client (hereinafter referred to as the Agreement). Information on Forex Terminals used by the Forex Company is available on its website.

Forex Terminal (Mobile Version) is a special version of the Forex Terminal designed for Clients to initiate Transactions through the use of mobile devices (smartphones, tablets and similar software and hardware).

Terms used in the text of these Terms and Conditions, which are not defined in this section, are to be interpreted in accordance with generally accepted business practices and practices applied in the field of exchange trade and transactions with derivative financial instruments.

## **2. List of Underlying Assets**

2.1. The underlying assets in respect of which the Forex Company performs Transactions with non-deliverable OTC financial instruments are: foreign currency, precious metals, securities, oil, futures contracts and stock index values. The full list of financial instruments available for Transactions, as well as the terms of Transactions with them, are set on the Server of the Forex Company, and are also presented on the Website.

2.1.1. List of foreign currencies available for Transactions: AUD – Australian dollar, CAD – Canadian dollar, CHF – Swiss franc, EUR – Euro, GBP – the pound sterling, JPY – yen, NZD – New Zealand dollar, USD – US dollar, HUF – forint, PLN – zloty, CZK – Czech koruna, NOK – Norwegian krone, RON – Romanian new leu, SEK – Swedish krona, TRY – Turkish lira, MXN – Mexican peso, ZAR – rand, RUB – Russian ruble, DKK – Danish krone, CNH – Chinese offshore yuan, SGD – Singapore dollar, HKD – Hong Kong dollar, ILS – Israeli new shekel.

2.1.2. List of stock index values available for Transactions: DE30 (Germany), EU50 (the index of European shares), FR40 (France), SPAIN35 (Spain), US30 (USA), GB100 (Great Britain), AEX25 (the Netherlands), HK50 (Hong Kong), VIX (volatility index), S&P500 (USA), NAS100 (USA).

2.1.3. List of futures contracts available for Transactions: NGCUSD (natural gas), SUG11-JUL20 (), ORANG-JUL20 (), COCOA-JUL20 (cacao), WHEAT-JUL20 (wheat).

2.1.4. List of securities (ETF) available for Transactions: DSB, LVC, SPXS, UPRO, EUO, TQQQ, XOP.

2.1.5. List of securities available for Transactions: FGBL-SEP20, AAREAL, ADIDAS, AIRBUS-XET, AIXTRON, ALLIANZ, ANNINGTON, AURUBIS, BASF, BAUER, BAYER, BEIERSDORF, BERTRANDT, BILFINGER, BMW, SAP, BRENNTAG, COMMERZBANK, DEUTZ, CONTINENTAL, DRAEGERWERK, DAIMLER, DMG, Dt\_Boerse, Dt\_Bank, DIALOG, Dt\_POST, Dt\_Telekom, Dt\_Wohnen, DUERR, ELRINGKLING, E.ON, EUROSHOP, EVENTIM, EVONIK, EVT, FIELMANN, FRAPORT, FREENET, FRESER, FRESSENIUS, FUCHS, GEA, GERRESHEIM, GRAMMER, HANNOVER, HEI\_CEMENT, HEIDELBERG, HENKEL, HOCHTIEF, HORNBAACH, INFINEON, JUNGHEINR, Hugo\_Boss, K+S, KION, KRONES, KUKA, LANXESS, LEG, KLOECKNER, LEONI, LPKF, LUFTHANSA, MAN, MERCK, METRO, MORPHOSYS, MTU, Munik-Re, NORDEX, NORMA, OSRAM, PFEIFFER, PROSIEBENSA, PUMA, QIAGEN, RATIONAL, RHEINMETALL, RHOEN, RTL, RWE, SALZGITTER, SIEMENS, SIXT, SMA\_SOLAR, SPRINGER, SUEDZUCKER, SYMRISE, TAG\_IMMO, TALANX, THYSSENKRUP, TUI, VOLKSWAGEN3, VOSSLOH, WACKER, WEBER, WIRECARD, WINCOR, ZALANDO, ZOOPLUS, ALSTOM, LOREAL, ORANGE\_FR, PUBLICIS, RENAULT, VALLOUREX, AB\_INBEV, AGRIC, ACCOR, ACKERMANS, AXA, AIR, AIRBUS, AGEAS, Arcelor\_M, ASML, BELGACOM, BNP\_Paribas, BOUYGUES, Cap\_Gemini, CARREFOUR, DANONE, DIETEREN, EL\_FRANCE, ESSILOR, FR\_Telecom, GDF\_SUEZ, GEMALTO, KBC, LEGRAND, SOC\_GEN, LAFARGE, LVMH, MICHELIN, NICOX, PERNOD, PHILIPS\_KON,PPR, SAFRAN, SCHNEIDER, SGOBAIN, SOLVAY, SfnAventis, TOTAL, UMICOR, VEOLIA, VINCI, UNA, VivendiFR, BARCLAYS, BPLON, GLENCORE, HSBC, JSAINSBURY, LLOYDS, Marks&Spncr, ROLLS-Royce, RSA, STANDARD\_CH, SAMSUNG\_LON, TESCO, VODAFONE, CDR-WAR, PZU-WAR, NOKIA-FIN, IBERDOLA, INDITEX, BANCO\_S, BBVA, REPSOL, ENKA\_INSAAT, LONZA, NESTLE, ROCHE, NOVARTIS, SWATCH, 3M, ABBOT, ADBE, AJRD, ALCOA, TVIX, AMAZON, ALIBABA, AMCN, AMEX, AMGEN, APPLE, ATV, BAIDU, BIIB, BITA, BOA, BNTX, BOEING, BUD, BZUN, CATER, CBPO, CHEVRON, CHNLIFE, CHNPETRO, CISCO, CITI, CITRIX, COKE, CTRP, CYOU, EA, DISNEY, DQ, EBAY, EDU, EQUINIX, EXXM, FERRARI, FSOLAR, FACEBOOK, GE, GILD, GM, GPRO, GOOGLE, GS, HALLIB, HDEP, HNP, HOG, HPACK,IBM, SONY, SPCE, SPOT, GWPH, TOYOTA, STARBUCKS, STRCYC, SURGICAL, TARGET, TSLA, UNH, TWITTER, VISA, WMART, WTR, TRIP, WYNN, YIRENDAI, ZM.

2.1.6. List of precious metals available for Transactions:

GOLD-USD – gold, GOLD-EUR – gold, SILVER-USD – silver, XPDUSD - palladium, XPTUSD - platinum.

2.1.7. – oil:

LCOUSD, CL-JUL20.

2.2. Detailed terms of Transactions with specific underlying assets (operating time, margin security, lot size, margin leverage, swap sizes, commissions, etc.) are set in the parameters of the Server of the Forex Company and are also displayed in the Forex Terminal. For the purpose of further informing clients, this information may be published on the Website of the Forex Company.

### **3. Procedure and sources for obtaining quotes by the Forex Company**

3.1. The source of information for determining quotes is information on quotes from the liquidity provider Leverate Financial Services Ltd, Zavos City Center, 4th Floor 88 Ayias Fylaxeos St. Limassol 3025 P.O.B 56942, Limassol 3311, Cyprus.

3.2. The Forex Company receives quotes through continuous data exchange with the server of the liquidity provider. After receiving quotes from the liquidity provider, the Forex Company has the right to change the received quotes in the trading terminal before providing them to the Client for the amount of its remuneration by increasing the spread accordingly (reducing the Bid offer price and (or) increasing the Ask price).

3.3. All quotes that the client receives through the terminal are indicative and represent the best Bid price and the best Ask price available on the market, received from liquidity providers.

3.4. The Forex Company has the right to delete information on a non-market quote from the server's quotation base. Transactions performed on non-market quotes are cancelled.

#### **4. Procedure for entering into an Agreement**

4.1. To perform Transactions on the OTC Forex market, the Client must enter into an Agreement with the Forex Company. In the process of concluding the Agreement the Forex Company creates a Personal Cabinet for the Client, an account in the Personal Cabinet and a real account in the Forex Terminal. The Client is obliged to get familiarized with these Terms and Conditions, Risk Notification, Privacy Policy. These documents are available on the Website of the Forex Company.

4.2. The Agreement is concluded by the acceptance of the public offer of the Forex Company; to do this, the Client must perform the following actions:

- to read and agree to the terms of the Terms and Conditions and the terms of the Agreement posted on the Website of the Forex Company by putting the appropriate confirmation marks "Read" and "Agree" in the check boxes when creating (registering) a Personal Cabinet on the Website of the Forex Company;

- to open a Personal Cabinet on the Website of the Forex Company and pass the verification procedure;

- to transfer the amount of margin security to the Client's Account by transferring funds by the Client to the Account of the Forex Company.

Until the Client passes verification and checks, it can Pledge funds to the personal account only. After passing verification and checks, the Client can Pledge funds both to the personal account and the real account in the Forex Terminal. After successful verification and checks, the Client can independently create a real account in the Forex Terminal by sending a corresponding request through the Personal Cabinet. When account is being created, the Client is sent an e-mail indicating the number of its account, which, among other, serves login when accessing the Forex Terminal, the password for accessing the Client's account, and the name of the server to which the connection will be made. If the Client is not authenticated and verified according to the local normative legal acts of the Forex Company (according to the results of checks the Forex Company has made a negative decision on the possibility of concluding an Agreement with the Client), the Customer is sent an e-mail notification of the refusal to conclude the Agreement.

4.3. According to the legislation of the Republic of Belarus and the Terms and Conditions of the Forex Company, the Client must submit the following documents to pass the identification procedure:

4.3.1. When identifying individuals:

- images created by scanning or photographic images of pages of an identity document (passport, residence permit, refugee certificate, foreign passport, identity document of a stateless person issued by the competent authority of the state of permanent residence) containing the Client's personal data, his/her photo and a mark of residence (if such a mark is available in the document). If the place of residence indicated in the identity document differs from the actual place of residence, copies of documents confirming the fact of residence at the specified address are provided (residential lease agreement, utility bills, etc.); a color photo image showing the



Client with an identity document open on pages containing personal data and a photo of the Client (hereinafter referred to as a color photo with a passport). When concluding an Agreement in writing on paper, a color photo with a passport is not required; a questionnaire for determining the category of an individual Client, which is developed by the Forex Company and provided at the request of the Client, and documents provided for by these Terms and Conditions that confirm the possibility of classifying the individual Client as a “Qualified Client” (if the Client wishes so and there are grounds on the basis of which it can be classified by the Forex Company as a “Qualified Client” in accordance with the provisions of these Terms and Conditions);

4.3.2. When identifying legal entities that are residents of the Republic of Belarus:  
certificate of state registration of a legal entity,  
charter,  
lease agreement of office premises,  
documents certifying the identity of the manager,  
documents certifying the identity of a person responsible for accounting.

4.4. The Forex Company, at its sole discretion, may require the submission of additional documents and (or) information necessary for identification and verification of the Client.

4.5. Documents specified in clauses 4.3.1 and 4.3.2 of these Terms and Conditions issued outside the Republic of Belarus must 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 a translation into one of the official languages of the Republic of Belarus or into English. Documents may also be submitted in the original language without translation into one of the official languages of the Republic of Belarus if the employee responsible for identifying and (or) verifying the Client speaks the foreign language in which the documents are drawn up. In this case, the responsible employee makes a corresponding note in the Client’s registration form.

4.6. The Client’s failure to submit the documents and information provided for in clauses 4.3.1 or 4.3.2 of these Terms and Conditions, respectively, serves reason for refusal to conclude the Agreement.

4.7. The Client must immediately inform the Forex Company of any changes to their registration and/or contact details according to the procedure provided for by these Terms and Conditions and the Agreement.

4.8. After acceptance of the Agreement by the Client, this Agreement is automatically assigned a unique identification number which is shown in the Personal Cabinet in the “Personal Information” Section. Login and Password for access to the Personal Cabinet are provided to the Client in electronic form by sending it to the e-mail address and/or mobile phone number specified by the Client when registering the Personal Cabinet on the Website of the Forex Company.

4.9. The Agreement is recognized as concluded after accepting the public offer, passing the identification of the Personal Cabinet on the Website of the Forex Company and receiving the funds Pledged by the Client with the Account of the Forex Company as margin security.

4.10. To open an Account, the Client must select the Account type in the “Add a new account” section of the “Investment accounts” of the Personal Cabinet and form a request to open an Account. The Forex Company offers the Client a choice of several types of Accounts, the terms of Transactions for which are posted on the Website of the Forex Company. When choosing an Account type, the Client must get familiarized in advance with the terms of Transactions with non-deliverable OTC financial instruments in respect of the selected Account type. As a result of sending a request, access codes (Login and Password) are generated and provided to the Client in electronic form by sending them to the e-mail address and/or mobile phone number specified by the Client when registering a Personal Cabinet on the Website of the Forex Company. By creating and sending a request to open the selected Account type, the Client confirms that they are familiar with the terms of Transactions with non-deliverable OTC financial instruments on the selected Account type, understand them and agree with them.

4.11. The legal entity Client independently determines the individual who will have access to the Personal Cabinet and the Forex Terminal for performing Transactions, at that, the Client

shall inform the Forex Company on the decision made and provide personal data of this person. The Forex Company treats any actions performed by the specified individual as direct actions of the legal entity Client and is not responsible for possible adverse consequences related to the decision of the legal entity Client to grant access to the Forex Terminal.

4.12. Funds Pledged by the Client, including as margin security, are credited to the bank account of the Forex Company. The Forex Company uses margin security and manages it in accordance with the current legislation of the Republic of Belarus and local normative legal acts of the Forex Company. All expenses (commissions and other bank fees, state taxes (fees, duties, other payments), commissions of payment systems and other similar expenses related to the Pledging and returning the Client's funds are paid by the Client, unless otherwise stipulated by law, or the Forex Company, at its discretion, wishes to charge part or all of these expenses to its own account. At that, this option is a right and not a duty of the Forex Company. No interest is accrued on the balance of funds held on the Clients' personal and/or real accounts.

4.13. Margin Security, including changes in its size (balance) as a result of Transactions performed, is recorded in the Forex Terminal on the Client's account. At that, the margin security amount increases by the amount of accrued and not received by the Client positive difference of prices for the performed Transactions and reduced by the amount of and not received negative difference of prices for the performed Transactions.

4.14. The Client's account is opened in the currency specified by the Customer during its opening. Any amounts (profit, loss, expenses, payment obligations, etc.) received or incurred in connection with Transactions that are not denominated in the currency of the Client's account are converted into the currency of the Client's account at the current exchange rate set in the Forex Terminal, or otherwise in accordance with the law.

4.15. Payment of remuneration to the Forex Company as an integral part of the process of opening and (or) maintaining of their open position by the Client, is made at the expense of the margin security of the Client.

4.16. The Client has the right at any time to request a return of the amount of funds kept on the personal account and (or) margin security. It notifies the Forex Company of that by creating a withdrawal request. A more detailed withdrawal procedure is to follow.

## **5. TYPES OF REMUNERATION TO THE FOREX COMPANY**

5.1. For performing Transactions by Clients, the Forex Company has the right to charge them the following types of remuneration: commission, swap, spread. Payment of remuneration to the Forex Company is made at the expense of the Client's margin security.

5.2. Swap is a payment for rolling an open position over to the next operating day. A swap can be positive or negative. The swap is set separately for long and short positions. Swap size depends on many factors, the main of which include: the current market interest rate on loans by central banks in national currencies, the dynamics of the price of the underlying asset in relation to which the Transaction is performed, the state of the forward market, the liquidity provider swap size. The Forex Company has the right to unilaterally change the size of the swap and the procedure for its calculation with account of the current market situation, the liquidity provider swap size, its risk management policy, etc.

5.3. The swap amount is calculated when an open position is rolled over to the next trading day, and is accrued for payment and paid by the Client at the moment of the position closing.

5.4. Depending on the underlying asset, a triple swap is calculated from Wednesday to Sunday (if the underlying asset is a foreign currency or precious metals) and from Friday to Saturday. In other cases, when rolling positions over to the next trading day, the swap is charged for one day.

5.5. The swap is set as a percentage or in points. When setting the swap value in points, the swap amount is calculated using the following formula: Swap amount = Position volume, in lots x Swap size x Price of 1 tick.

5.6. The size of the swap, the method of its calculation and the day of accrual of a triple swap depend on the type of underlying asset for which the position is opened, are set on the Server of the Forex Company, are specified in the Forex Terminal in the “Specification” tab for each underlying asset (right-click on the name of the underlying asset in the “Market Overview” window and then run the “Specification” command) and are published on the Website of the Forex Company.

5.7. The swap amount that is not denominated in the currency of the Client’s account is converted to the currency of the Client’s account at the current exchange rate set in the Forex Terminal, based on MID quote at the time of the swap calculation.  $MID\ quote = (Ask\ quote + Bid\ quote) / 2$ .

5.8. Spread = quote (price) of the demand (Ask) for the underlying asset – quote (price) of the offer (Bid) for the underlying asset. Quotes (prices) for the underlying asset for the specified calculation are determined at the same moment of time.

5.9. Depending on the Client’s tariff plan, the spread can be fixed and (or) floating. The type of spread depending on the Client’s tariff plan is set in the parameters of the server of the Forex Company and is also specified on the website of the Forex Company. The spread size is displayed in the Forex Terminal, including when forwarding an order on fixing the price of the underlying asset at the time of opening a position, and is taken into account when determining the financial result of the Transaction at the moment of closing the position.

5.10. The Forex Company has the right to unilaterally without prior notice to the Client to change the type and amount of spread used with respect to a specific underlying asset and (or) the tariff plan of the Client by placing information on it on the Website of the Forex Company (spread type) and (or) in the Forex Terminal (spread type and size). The changed Spread types and sizes are applied after they are posted in the Forex Terminal and (or) on the website of the Forex Company, in relation to newly opened positions of Clients only.

5.11. The commission calculation procedure depends on the type of underlying asset and the Client’s tariff plan. The commission can be set in a fixed amount in the currency of the Client’s account from the position volume (in lots), in points from the position volume in lots, as a percentage of the amount of the opened position, in a fixed amount per transaction. The amount of the position or its volume (number of lots) is determined by the Client when submitting an order on fixing the price of the underlying asset.

5.12. The commission is calculated using the following formulas:

5.12.1. when setting the commission in a fixed amount from the position volume in lots:  $Commission\ amount = Volume\ in\ lots \times Fixed\ amount\ of\ commission\ in\ the\ account\ currency$ ;

5.12.2. when setting the commission in points from the position volume in lots:  $Commission\ amount = Volume\ in\ lots \times Commission\ amount\ in\ points \times Tick\ price$ ;

5.12.3. when setting the commission as a percentage of the amount of the opened position:  $Commission\ amount = Position\ amount \times Commission\ amount\ as\ a\ percentage$ , where  $Position\ amount = Volume\ in\ lots \times Lot\ size\ in\ the\ units\ of\ measurement$ , if the underlying asset is a foreign currency, or  $Position\ amount = Volume\ in\ lots \times Lot\ size \times Quote\ at\ the\ moment\ of\ opening\ the\ position$ , if the underlying asset is precious metals, oil, securities, or stock index values;

5.12.4. when setting the commission in a fixed amount per transaction:  $Commission\ amount = Fixed\ amount\ of\ commission\ in\ the\ account’s\ foreign\ currency\ for\ each\ Transaction\ regardless\ the\ Transaction’s\ size$ .

5.13. The commission amount and its calculation procedure, depending on the type of underlying asset and the Client’s tariff plan, are published on the website of the Forex Company. For individual Clients, depending on the volume and (or) number of Transactions performed over a certain period of time, individual commissions, amounts of funds Pledged as margin security and other conditions may be set. Individual commission amounts are agreed with the Client separately.

5.14. The Forex Company has the right at its discretion to unilaterally change the commission amounts by posting the changed commission amounts on the website of the Forex

Company. The new commission amounts are applied after having been posted on the website of the Forex Company and in relation to newly opened positions of Clients only. If the commission calculation procedure is changed, the Forex Company notifies the Client on it not later than 10 calendar days before the changes take effect by posting the relevant information on the website of the Forex Company.

5.15. The commission for the Transaction, except for the cases specified in part two of this clause, is calculated automatically when the Client opens a position, it is displayed in the Forex Terminal in the “Trade” tab, the “Commission” column and is paid by the Client at the time of closing the position. Transactions with certain types of underlying assets may be subject to additional commission, which is calculated after the position is closed and debited from the Client’s account not later than the next business day after the Transaction.

5.16. The commission amount is converted into the currency of the Client’s account at the current exchange rate set in the Forex Terminal, based on the MID quote at the time of opening the position.  $MID \text{ quote} = (\text{Ask quote} + \text{Bid quote}) / 2$ .

5.17. The Forex Company reserves the right to charge a withdrawal fee of fifty (50) US dollars.

## 6. CATEGORIES OF CLIENTS

6.1. The Forex Company provides for the following categories of clients: “Client”, “Qualified Client” and “Professional Client”.

6.2. The Forex Company has established the following categories of Clients:

6.2.1. “Professional Client” is a legal entity Client that meets one of the following criteria: a legal entity that is a resident of the Republic of Belarus and is included in the register of forex companies and (or) has a special permit (license) to conduct banking activities, professional and exchange activities in securities or insurance activities; a legal entity that is a non-resident of the Republic of Belarus and has a special permit (license) to operate on the OTC Forex market, to conduct banking or other financial activities; the revenue of a legal entity from the sale of products, goods, works, services less taxes and fees retained from it for the last reporting year is not less than 4 million basic units; the total balance sheet of a legal entity at the end of the last reporting year is not less than 2 million basic units; the equity capital of a legal entity at the end of the last reporting year is at least 200 thousand basic units.

6.2.2. “Qualified Client” is a Client that is a legal entity or an individual meeting one of the following criteria: the Client has performed at least ten Transactions for a total amount exceeding 10 thousand basic units in each of the last four quarters; the amount of the Client’s long-term and short-term financial investments, including cash, exceeds 10 thousand basic units on the first day of the current month.

6.2.3. “Client” is a legal entity or an individual that has concluded an agreement with this Forex company, a bank or a non-bank financial institution for the first time and does not belong to categories provided for in subclauses 6.2.1 and 6.2.2 of this clause, as well as a client that corresponds to one of the categories provided for in 6.2.1 and 6.2.2 of this clause, but that prior to the initiation of Transaction declared its intent to be classified as provided for in this subclause.

6.3. At the conclusion of the Agreement, all Clients are regarded by the Forex Company as belonging to the “Client” category. In case the Client wishes to be qualified as a “Qualified Client” or “Professional Client” and there are grounds for that, to determine its category the Client must provide the Forex Company with the appropriate questionnaire and supporting documents provided for in clause 6.4 of these Terms and Conditions. Questionnaire forms for determining the Client’s category are developed by the Forex Company.

6.4. For a decision to be classified as a “Qualified Client” or “Professional Client” (for legal entities only), the Client shall submit the following documents to the Forex Company:

6.4.1. for individual Clients: reports on completed Transactions for the last 4 quarters generated in the Forex terminal that the Client used to perform Transactions, or certificates (registers) that contain information on the number and volume of completed Transactions within

each of the last 4 quarters. These documents must be certified by the signature of the official and the seal (if any) of the organization through which the Transactions were performed. If the Client has made Transactions through the Forex Company, the submitting of documents specified in this paragraph is not necessary; bank account statements (certificates, registers) containing information on the amount of financial investments of the Client, including cash;

6.4.2. for legal person Clients: a copy of the certificate on inclusion into the register of Forex companies of the National Bank of the Republic of Belarus or a special permit (license) to carry out one of the following types of activities: banking activities, activities on the OTC Forex market, professional and exchange activities in securities, insurance activities, and other financial activities (to be classified as a “Professional Client”); balance sheet and profit and loss statement for the last reporting year; reports (statements) on completed Transactions for the last 4 quarters generated in the Forex terminal that the Client used to perform Transactions, or certificates (registers) that contain information on the number and volume of completed Transactions within each of the last 4 quarters. These documents must be certified by the signature of the official and the seal (if any) of the organization through which the Transactions were performed. If the Client has made Transactions through the Forex Company, the submitting of documents specified in this paragraph is not necessary; bank account statements (certificates, registers) containing information on the amount of financial investments of the Client, including cash. The documents must be certified by the signature of the official and the seal (if any) of the organization with which the Client’s financial investments, including cash, are placed.

6.5. Updating of the data required for determining the Client’s category is performed on the basis of the questionnaire for determining the Client’s category and supporting documents provided for in clause 6.4 of these Terms and Conditions. Clients categorized as a “Qualified Client” are required to submit to the Forex Company the questionnaire and supporting documents necessary to determine their category with the following frequency: monthly, not later than the 10<sup>th</sup> day of the month following the reporting month – the documents referred to in the third paragraph of subclause 6.4.1 and the fifth paragraph of subclause 6.4.2 of clause 6.4 of these Terms and Conditions; on a quarterly basis, not later than the 20<sup>th</sup> day of the month following the reporting quarter – the documents referred to in the second paragraph of subclause 6.4.1 and the fourth paragraph of subclause 6.4.2 of paragraph 6.4 of these Terms and Conditions. Clients classified by the Forex Company as a “Professional Client” are required to submit the questionnaire and documents specified in the third paragraph of subclause 6.4.2 of clause 6.4 of these Terms and Conditions annually not later than April 10 of the year following the reporting year. In case of failure to submit a questionnaire for determining the category and (or) supporting documents within the established time, the Forex Company classifies the Client as a “Client”.

6.6. If the Client is excluded from the register of Forex companies of the National Bank of the Republic of Belarus and (or) the special permit (license) to conduct banking activities, activities on the OTC Forex market, professional and exchange activities in securities, insurance activities, or other financial activities is terminated, the Client shall inform the Forex Company of this fact not later than five (5) days from the moment of occurrence of the specified circumstances.

6.7. The Forex Company has the right to change the category of the Client without obtaining the questionnaire for determining the Client’s category and supporting documents provided for in this questionnaire, in case it receives information on changes in the Client’s data affecting the determining of the category from other sources. The Client is notified of the category change via e-mail immediately after the category change.

## **7. MEANS OF COMMUNICATIONS USED BY THE FOREX COMPANY FOR RECEIVING, PROCESSING AND EXECUTING CLIENTS’ ORDERS ON FIXING THE PRICE OF THE UNDERLYING ASSET, AS WELL AS PROCEDURE FOR STORING INFORMATION ON SUCH ORDERS**

7.1. The initiation of the Client's Transactions and processing of its orders on fixing the price of the underlying asset are carried out automatically in the Forex Terminal immediately after the Client performs the necessary actions.

7.2. Data on the Client's orders on fixing the price of the underlying asset is stored on the server of the Forex Company.

## **8. PRINCIPLES OF EXECUTING ORDERS ON FIXING THE PRICE OF THE UNDERLYING ASSET AT THE BEST PRICE**

8.1. Processing of Client's requests and orders made via Forex Terminal goes through the following stages: the Client makes a request or order that is checked for correctness in the Forex Terminal; the Forex Terminal sends a request or order to the server of the Forex Company; the Client's request or order is received at the server and is checked for correctness; a valid Client's request or order is placed in a queue sorted by time of receipt; the result of the Forex Company processing the Client's request or order is sent to the server; the server sends the result of processing the Client's request or order by the Forex Company to the Forex Terminal; the Forex Terminal receives the result of processing the Client's request or order by the Forex Company.

8.2. The accepted deferred orders on fixing the price of the underlying asset are considered valid indefinitely until they are cancelled by the Client, or executed, or closed due to insufficient margin security.

8.3. Transactions performed on non-market quotes are cancelled. Cancelling a transaction means restoring the balance and other account indicators to the values that existed before the Client concluded the Transaction on a non-market quote.

8.4. In respect of the Transactions of the Client, the Forex Company carries out their execution only, without providing trust management and without making recommendations.

8.5. Analytics, news, market reviews, newsletters and other analytical materials published on the website of the Forex Company, in the Forex Terminal or otherwise should not be taken as advice and direct recommendations for making Transactions. The Forex Company does not inform the Client on the advantages of specific orders on fixing the price of the underlying asset and does not provide investment advice for making Transactions. This information is provided solely for the Client to be able to navigate the state of financial markets and independently make decisions on building strategies for performing Transactions based on their personal experience. The Client does not have the right to link its financial losses to analytical materials published on the website of the Forex Company. Analytics, news, market reviews or other analytical information provided by the Forex Company may be changed or removed from the website of the Forex Company or from the Forex Terminal at any time without prior notice to the Client.

8.6. The Forex Company has the right to reject the Client's request or order in the following cases: at market opening if the Client makes a request or sends an order before the first quote appears in the Forex Terminal; if the Client has insufficient free Margin Security to open a position for the requested amount; market conditions differ from normal market conditions.

8.7. All information on processing and execution of Clients' requests and orders is stored in the Forex terminal and on the Server of the Forex Company.

8.8. A long position is opened at the Ask price (demand price), and a short position is opened at the Bid price (offer price). A long position is closed at the Bid price (offer price), and a short position is closed at the Ask price (demand price).

8.9. The Forex Company has the right to cancel or review the results of the Client's completed Transaction(s) in the following cases: detecting software failures in the Forex Terminal; performing a transaction at a non-market price (quote) of the underlying asset; presence of clear signs that the Client uses arbitrage systems when performing Transactions, as well as systems that perform Transactions based on technical errors, imperfections of the Forex Terminal and (or) the flow of prices (quotes) of the underlying assets.

8.10. When performing Transactions, a "slippage" may occur. "Slippage" is a normal element when performing Transactions with underlying assets. "Slippage" occurs more often

during periods of lack of liquidity or higher volatility in the prices of underlying assets (for instance, due to announcement of news, economic events, and other factors), when it is impossible to execute an order on fixing the price of the underlying asset at the specified price. “Slippage may also occur during the execution of the Client’s deferred orders on fixing the price of the underlying asset. The Forex Company takes all necessary actions to execute the order on fixing the price of the Client’s underlying asset at the next best price for the underlying asset available on the market.

8.11. When performing Transactions, the Forex Company executes the orders on fixing the price of the Client’s underlying asset on the best terms for the Client at a given time. At that, the Forex Company takes into account the following factors: current quotes received from liquidity providers; the corresponding underlying asset market liquidity; speed and probability of performing a transaction at this quote.

8.12. Execution of an order on fixing the price of the Client’s underlying asset on the best terms for the Client at a given time does not mean execution of the order on fixing the price of the underlying asset at more favorable quotes than the quotes offered by other counterparties and participants of the OTC Forex market.

8.13. If there are open positions at the end of the trading day, the Forex Company unilaterally and without fail rolls them over to the next trading day. Open positions are rolled over to the next trading day with regard to all positions that were open at the end of the trading day.

8.14. The maximum amount for opening positions for each underlying asset can be limited by the decision of the Forex Company regardless of the amount of the Client’s free funds, and is set on the server of the Forex Company. Information on the maximum volume limits for opening positions is published on the website of the Forex Company.

8.15. The Forex Company reserves the right to delete deferred orders on fixing the price of the underlying asset cancelled by the Client or the Forex Company from Client’s account history after one (1) week from the date of cancellation.

8.16. The Forex Company reserves the right to unilaterally change the terms of Transactions before weekends and holidays, as well as in case of reduced liquidity.

## **9. MARGIN SECURITY. MARGIN LEVERAGE.**

9.1. To open and/or maintain an Open Position, the Client Pledges the minimum amount of margin security to the account of the Forex Company in accordance with the terms of the Agreement concluded with it. The minimum amount of margin security is 200 US dollars.

9.2. The Forex Company opens and/or credits the Client’s foreign currency account in the Terminal for the amount of margin security Pledged.

9.3. The maximum volume for opening Positions for each Financial Instrument can be limited by the decision of the Forex Company, regardless of the free margin security balance on the Account, and is set on the server of the Forex Company. Information on the maximum volume limits for opening positions is published on the website of the Forex Company.

9.4. Transactions in the Terminal are performed using margin leverage. This allows the Client to open positions the amount of which exceeds their margin security.

9.5. Margin leverage is set in the size from 1 to 500 depending on the Client’s category, type of Financial Instrument and Balance size. For Clients of the “Client” category, the maximum margin leverage is 100, for Clients of the “Qualified Client” category, the maximum margin leverage is 200, and for Clients of the “Professional Client” category, the maximum margin leverage is 500.

9.6. Information on the set margin leverage for each Financial Instrument is published on the Website of the Forex Company, and is also set on the Server of the Forex Company.

9.7. The Forex Company has the right to unilaterally change the size of margin leverage without prior notice to the Client.

9.8. If the Margin Security Level becomes equal to or less than one hundred per cent (100%), the Client shall increase this level by Pledging additional funds to its Account or by reducing the

volume of Open Positions, otherwise it is impossible to open new Positions on the Client's Account.

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

- Positions are closed on a first-come, first-served basis along with execution of orders on fixing the price of the Clients' underlying assets at the first available market price.

- The Position with the largest current losses is placed in the queue for forced closing first.

9.10. If, as a result of forced closing of Positions, the amount on the Client's Account has become negative, the Forex Company has the right to charge compensation against such an Account in the amount necessary to bring the Account status to zero. The Forex Company can bring the Account status to zero by using funds on other Client's Accounts.

9.11. The Client undertakes to independently monitor the Margin Security Level on its account and the margin security set by the Forex Company, without additional requirements or notifications from the Forex Company.

9.12. In addition to the cases specified in clauses 9.8 of these Terms and Conditions, if provided for by the Agreement, the Forex Company has the right to forcibly close the Client's open positions in the following cases:

- if the Forex Company has grounds to believe that any Transactions of the Client with regard to Pledging or withdrawing margin security are suspicious;

- if the margin security was Pledged to the Client's account by a third party;

- if the position on the Client's account has emerged as a result of erroneous actions on the part of the Forex Company (technical failure, non-market quotation entering the flow, etc.);

- if the Forex Company is unable to maintain the open position of the Client due to changes in legislation and/or market conditions, relations of the Forex Company with third parties, including external counterparties involved in the execution of obligations under the Agreement by the Forex Company, as well as due to actions of such third parties, which directly or indirectly affect the process of providing services under the Agreement by the Forex Company; in case funds are frozen and (or) financial Transactions are blocked in accordance with the Law of the Republic of Belarus dated June 30, 2014 No.165-Z "On measures to prevent the legalization of proceeds from crime, financing terrorist activities and financing the proliferation of weapons of mass destruction"; in case the Client sends mass requests to the Server;

- if the Client is denied service by the Forex Company in accordance with the current legislation of the Republic of Belarus; if the Client becomes insolvent, if it is declared bankrupt, or a protective period is introduced in respect of the Client in accordance with the bankruptcy law; if force majeure occurs.

9.13. If the Client has open positions with the specified expiration date (the underlying asset is futures contracts), such positions are subject to forced closing on the expiration date last offer and at the time specified by the Forex Company.

9.14. The Forex Company, at its discretion, but not under its obligation, notifies the Client of the approaching expiration date by internal mail of the Forex Terminal.

9.15. The Forex Company has the right to move underlying assets with an approaching expiration date to the "Close only" mode, which prohibits opening new positions.

## **10. PERSONAL CABINET**

10.1. Personal Cabinet is an online service that provides the Client with access to accounts. Access to the Personal Cabinet is provided after the Client registers on the website of the Forex Company. The Personal Cabinet provides access to opening of accounts, information on open accounts, adding and withdrawal of funds, it records actions related to Transactions performed by the Client, stores the Client's personal data and uploaded documents, hosts an internal notification service through which the Client can send a message to the Company's support service, as well as download files of the Forex Terminal for various devices. The Personal Cabinet is closely linked



with the Forex Terminal, but it is an independent service and does not provide access to execution of Transactions.

10.2. In the registration form, the Client must specify:

10.2.1. name, surname and patronymic;

10.2.2. e-mail address (further on it will be used as a means of communication between the Company and a Client);

10.2.3. date of birth (day, month, year);

10.2.4. country of location;

10.2.5. citizenship;

10.2.6. mobile phone number;

10.2.7. place of birth;

10.2.8. residential address;

10.2.9. password (set by the Client personally);

10.2.10. repeat password (set by the Client personally);

10.2.11. foreign currency (the Client specifies the currency in which they will perform Transactions);

10.3. After completing the registration form the Client must:

10.3.1. check the confirmation box that they have read and agree with all legal documents posted on the website [www.fxpn.by](http://www.fxpn.by);

10.3.2. check the confirmation box that the Client understands that financial products offered by Kimbo LLC, such as contracts for differences (CFDs), are complex financial instruments and have a high risk of rapid loss of the Client's entire invested capital due to margin leverage;

10.3.3. check the confirmation box that the Client is not a U.S. citizen and does not have residence permit in the United States.

10.4. After clicking on the "Register" button the Client is redirected to the created Personal Cabinet. Simultaneously, the Client will be sent an e-mail on successful registration with a request to confirm the e-mail address of this electronic mailbox to the e-mail address specified during registration. By clicking on the "Confirm e-mail button in this e-mail, the Client verifies the e-mail address of the mailbox (confirms to the Company that it exists and belongs directly to the Client). After registration, the Client gets access to the account.

10.5. The information contained in the Personal Cabinet is confidential and is not subject to disclosure by the Company.

10.6. The Client confirms and agrees that the Company may disclose any information related to the Client in accordance with the requirements of the legislation of the Republic of Belarus.

10.7. The Client is responsible for maintaining safety of the password and preventing third parties from accessing the Personal Cabinet. All actions performed after logging in to the Personal Cabinet are considered to be performed on behalf of the Client.

10.8. The Client can access and manage their Personal Ares from the Company's website using the e-mail address and password specified during registration.

10.9. The Personal Cabinet consists of the following sections:

**10.9.1. Information panel. This section contains the Clients name and surname, e-mail address, account numbers registered by the Client, quick access menu to investment accounts, my wallet, upload documents, account settings, customer support, platform overview, invested funds, withdrawal request, and funds transfer request.**

10.9.2. Investment accounts. The section contains options for viewing account summaries, as well as a function for adding new and training accounts.

10.9.3. My wallet. The section contains functions to view the invested funds, to withdraw funds, as well as information on the transactions history.

10.9.4. Upload documents. This section provides for uploading documents for processing by the Company's services.

10.9.5. Platforms. This section provides for downloading platforms for various operating systems.

**10.9.6. Account settings. A section containing the Client’s personal information and the password change function.**

10.9.7. Customer support. This section provides for sending a message to the Company’s support service if necessary.

10.9.8. Invested funds. This section provides for Pledging security margin.

10.9.9. Withdrawal request. This section provides for initiating a withdrawal request.

10.9.10. Funds transfer request. This section provides for initiating a request to transfer funds from one Client’s account to another.

10.9.11. Log out of the Personal Cabinet. Log off.

10.10. The main page of the Personal Cabinet contains the following sections:

10.10.1. “Information panel”;

10.10.2. “Investment accounts”;

10.10.3. “My wallet”;

10.10.4. “Upload documents”;

10.10.5. “Platforms”;

10.10.6. “Account settings”;

10.10.7. “Customer support”;

10.10.8. “Invested funds”;

10.10.9. “Withdrawal request”;

10.10.10. “Funds transfer request”;

10.10.11. “Log out of the Personal Cabinet”.

10.11. In the sections and subsections of the Personal Cabinet, the Client can perform the following actions during the execution of a transaction initiated by them; the Company will also perform the corresponding actions:

No.	Actions by the Client	Actions by the Company
10.11.1.	In the Section “Information panel”, in addition to viewing the main information, the Client can use the function of quick access to such tools as: “Investment account”, “My wallet”, “Upload documents”, “Platforms”, “Account settings”, “Customer support”, “Invested funds”, “Withdrawal request”, “Funds transfer request”, “Log out of the Personal Cabinet”.	-
10.11.2.	In the subsection “Investment accounts”, the Client may view a summary of their accounts, add a new account by selecting the type of foreign currency and entering a password to the Personal Cabinet. It is also possible to add a training account by selecting the type of foreign currency and entering a password to the Personal Cabinet.	After all the necessary actions on the part of the Client are done, the Company uploads histories of Transactions to the Client’s Personal Cabinet, processes the request and opens an account, including the training one. After that, the newly opened account appears on the main page of the Personal Cabinet.

<p>10.11.3.</p>	<p>In the “My wallet” section in the “Invested funds” subsection, the Client can Pledge margin security. At that, they select the method of making a Pledge, then select the account and the amount of margin security in money terms and click “Make a Pledge”. The Client Pledges margin security by transferring funds using one of the following instruments:</p> <ul style="list-style-type: none"> <li>- Bank payment card (to Pledge margin security with the help of a bank card the Client must choose the card type (VISA, MasterCard), enter the name and surname of the card holder, the card number, validity period in mm-yy format, CVV code (on the reverse of the card), credit card issuing country);</li> <li>- Internet payment system. To Pledge margin security via payment system, the Client enters currency and amount of margin security. Identification data. Then clicks the “Make a Pledge” button;</li> <li>- Pledging margin security by bank transfer. To Pledge margin security by bank transfer, the Client must use payment details given in the Personal Cabinet in the respective tab, enter the details required for Pledging, as well as fill in the details of payment as required by this tab in the Personal Cabinet).</li> </ul>	<p>The Company verifies money inflows from payment cards by establishing that the card belongs to the Client. Following which the amount received is displayed in the Client’s Personal Cabinet and the Forex Terminal;</p> <p>The Company verifies money inflows from payment systems, following which the amount received is displayed in the Client’s Personal Cabinet and the Forex Terminal;</p> <p>The Company identifies the funds sender, following which the amount received is displayed in the Client’s Personal Cabinet and the Forex Terminal.</p>
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10.11.4.	<p>In "Withdraw Funds" subsection the Client may initiate request for withdrawal by:</p> <ul style="list-style-type: none"> <li>- entry of information in the Personal Cabinet (at withdrawal to bank payment card, the Client must choose the account from which the funds will be withdrawn, the withdrawal amount, the reason for withdrawal, the last four digits on the card);</li> <li>- filling in data for funds withdrawal to a bank account (the Client must select an account, specify the reason for withdrawing funds, the amount, the recipient's name, IBAN / account number, and SWIFT code).</li> </ul>	The Company processes the request and performs withdrawal of funds.
10.11.5.	In the "History of Transactions" subsection, the Client can see information on completed Transactions.	After all the necessary actions on the part of the Client are done, the Company uploads histories of Transactions to the Client's Personal Cabinet.
10.11.6.	In the "Upload documents" section, the Client uploads the required documents by selecting the file path.	The Company verifies the document for compliance (readable text, viewable image, document necessity and relevance). After verification, the Company uploads the document to the Company's system.
10.11.7.	In the "Platforms" section, the Client can choose and download a Forex Terminal that would fit the operating system of the Client's device.	The download is automatic.
10.11.8.	In the "Account verification" subsection of the "Account settings" section, the Client gets access to their personal data, which they can change if necessary (by clicking the "Update information" button) and at the same time upload the necessary documents confirming the changes (by clicking the "upload documents" button).	The Forex Company initiates verification of data and documents for compliance (readable text, viewable image, document necessity and relevance). After verification, the Forex Company uploads the document to the system of the Forex Company.
10.11.9.	In the "Change password" subsection, the Client can change the current password. To change the password, the following procedure should be followed: enter the current password, enter a new password, duplicate the new password, and click "Change password".	The password is changed automatically.

10.11.10	<p>In the “Send electronic message” subsection of the “Customer support” section, the Client can, if necessary, send a message to the support service by filling out the appropriate form and specifying the following information: name, e-mail address, subject of the message, and the message itself. Then the message can be sent by clicking the “Send” button.</p>	<p>The message is sent automatically.</p>
10.11.11	<p>In the “Invested funds” quick access section (on the right side of the main page of the Personal Cabinet) the Client can choose the way to Pledge margin security (similar to the “My wallet” subsection).</p> <p>If the Client Pledges funds by a bank transfer, they can get information on bank details of the Company’s beneficiary bank.</p> <p>If the Client Pledges funds through an Internet payment system, they need to select an account, specify the payment amount, and then click the “Make a Pledge” button.</p>	<p>The Company identifies the sender of funds, after which the received amount is displayed in the Client’s Personal Cabinet and the Forex Terminal.</p> <p>The Company verifies receipts from payment systems, after which the received amount is displayed in the Client’s Personal Cabinet and the Forex Terminal.</p>
10.11.12	<p>In the “Withdrawal request” quick access section, the Client initiates a withdrawal request (similar to the “My wallet” subsection) by entering information in the Personal Cabinet:</p> <ul style="list-style-type: none"> <li>- when withdrawing to a bank payment card, the Client must select the account from which the funds will be withdrawn, the withdrawal amount, the reason for withdrawal, the last four digits on the card);</li> <li>- when withdrawing to a bank account, the Client must choose the account, specify the reason for withdrawing funds, the amount, the recipient’s name, IBAN/account number, and SWIFT code.</li> </ul>	<p>The Forex Company processes the request and makes a withdrawal of funds.</p>

10.11.13	In the “Funds transfer request” quick access section, the Client initiates a request to transfer funds between the accounts belonging to the Client. At that, the Client must specify the following information: the account from which the transfer will be effected, the account to which the transfer will be effected. Then the “Send” button must be clicked.	The Forex Company processes the request and makes a transfer of funds.
10.11.14	In the “Log out” section (in the upper-right corner of the main page of the Personal Cabinet), the Client logs out of their Personal Cabinet.	The log out is automatic.

10.12. The Forex Company notifies the Client 3 days before the introduction of changes to the terms of maintaining and closing of the Personal Virtual Cabinet, as well as changes to the sections of the Personal Virtual Cabinet.

10.13. The Personal Cabinet Transaction mode: daily and around the clock.

## **11. THE PROCEDURE FOR PERFORMING TRANSACTIONS WITH MARGIN SECURITY.**

11.1. Transaction with margin security is any Transaction by the Client on Pledging margin security to the Client’s Account, payment of margin security from the Client’s Account or internal transfer of margin security between the Client’s Accounts.

11.2. Orders (requests) to perform Transactions with margin security can be submitted by the Client through the Personal Cabinet only.

11.3. Crediting margin security

11.3.1. Margin security is credited to the Client’s Account and is paid out from the Client’s Account using the transfer methods available in the Personal Cabinet only. The amount of the commission of the Forex Company for performing Transactions with margin security and other costs for each method of transferring funds are published in the Personal Cabinet and on the Website of the Forex Company and may be changed from time to time by the Forex Company.

11.3.2. Margin security can be credited to the Client’s Account by transferring funds to the Account of the Forex Company.

11.3.3. The Client is obliged to check the details of the Forex Company, as well as the currently available ways of adding funds to the Account, in the Personal Cabinet before each transfer. The Client is solely responsible for the correctness of payments made by them. In case the bank details of the Forex Company change, from the moment the new details are published in the Personal Cabinet the Client is solely responsible for payments made using outdated details.

11.3.4. The currency in which the Forex Company accepts transfers for crediting to the Client’s Account is specified in the Client’s Personal Cabinet.

11.3.5. Funds are credited to the Client’s Account in the following terms:

- If funds are added to the Client’s Account by transferring them to the Account of the Forex Company – not later than the end of the next business day from the date of receipt of funds at the Account of the Forex Company, provided that the payment document contains all the data necessary to identify the payment. The Forex Company is not responsible for the timely and correct crediting of funds transferred by the Client using details other than those published in the Personal Cabinet.

- If funds are added to the Client's Account by transferring them from another Client's Account ("Order for internal transfer of Client's funds") – not later than the end of the next business day from the moment of receipt of the "Order for internal transfer of Client's funds".

11.3.6. If the funds sent by bank transfer have not been credited to the Client's Account within five (5) business days from the moment of making the transfer, the Client has the right to send a request to the Forex Company by filling out the request form with provision of documents confirming the fact of making the bank transfer (payment order, copies of documents (SWIFT), etc.).

11.3.6.1. Based on the request received from the Client, the Forex Company conducts an investigation in order to resolve the situation specified in this clause. If it is established that the funds have not been credited to the Account of the Forex Company, the Forex Company completes the investigation and notifies the Client of this result. The Client has the right to contact the Payment Agent through which the money transfer was made for further investigation of the circumstances specified in this Procedure. The Forex Company is not responsible for disputes and conflicts that arise between the Client and the Payment Agent in connection with the transfer of funds under investigation. If the Forex Company finds out that the funds have been received to its Account, the Forex Company completes the investigation and credits the funds to the Client's Account.

#### 11.4. Payment of margin security

11.4.1. The Client has the right at any time to dispose of all or part of the margin security kept on their Account by sending to the Forex Company an Order (request) for payment of margin security from the Client's Account or and Order (request) for internal transfer of the margin security to another Client's Account.

11.4.2. All orders for payment of margin security, regardless of the method and amount of payment, are considered within seven (7) business days. In exceptional cases (suspicions of the dubious nature of Transaction with margin security, for the time of elimination of technical failures, non-market quotations, etc.), the Forex Company reserves the right to extend this period.

11.4.3. The Forex Company reserves the right to impose restrictions on the minimum and maximum amounts of funds transferred, differentiated depending on the direction, method and currency of transfer. Information on such restrictions is published on the website of the Forex Company.

11.4.4. The Client understands and agrees that all commissions and other costs associated with the selected method of debiting can be paid at the Client's expense. The Forex Company is not responsible for the term of transfer of funds to the Client by Payment Agents when executing payment instructions of the Forex Company.

11.4.5. When considering an order to pay margin security, the Forex Company may retain commission costs incurred by it during adding funds by the Client to their account through a Payment Agent, in accordance with the rates set in the agreement between the Forex Company and the Payment Agent. This condition applies to Clients that have not made any Transactions, as well as Clients whose remuneration paid to the Forex Company in relation to the completed Transactions have not fully compensated for the costs associated with Pledging margin security.

11.4.6. If the Forex Company receives a return of funds previously transferred to the Client on the basis of an Order to pay margin security to its Account, the Client's Account is credited with the return amount that was received by the Forex Company, while the associated commissions and other costs are paid at the Client's expense by deducting them from the amount of the credited return.

11.5. Orders for crediting and paying margin security may be rejected by the Forex Company in case there are grounds to recognize such Transactions as suspicious in accordance with these Terms and Conditions.

## **12. MEASURES TO ENSURE THE SECURITY AND STABILITY OF TRANSACTIONS**

12.1. The Forex Company takes comprehensive measures to ensure: stability and continuity of Transactions at all stages, including Transactions with margin security; protection of information during the execution of Transactions.

12.2. The main measures to ensure security and stability of Transactions are:

- identification of Clients when concluding an Agreement;
- using a back-up server to which data is replicated in real time during Transactions, as well as periodically creating copies of the database; using the 3-DSecure system at the time Clients Pledge margin security;
- using a password to log in to the Client's Personal Cabinet and the Forex Terminal;
- using confirmation codes when editing the Client's personal information in the Personal Cabinet and restoring passwords to the Forex Terminal and the Client's Personal Cabinet;
- using regulated liquidity providers;
- physical connection with liquidity providers;
- using protection against DDOS attacks. The server analyzes the network activity of all clients in real time selecting connections with the most frequent Transactions coming from a single IP-address or CID (computer ID). Upon attack detection, the attacker's IP-address/CID is added to the list of prohibited addresses;
- differentiation of access rights when setting up a Forex Terminal;
- providing an opportunity to close positions over the phone while the Client is not connected to the server of the Forex Company; using a log that records violations in the Transaction of software and hardware, as well as interference with the parameters of Customers' orders; using secure connections between the server of the Forex Company and the Forex Terminal; logging all actions of the Forex Company within the framework of Transactions;
- setting a limit on the number of requests (per second, per hour, per day) that can be sent by the Client to the Server.

12.3. The development of additional measures is carried out in the Forex Company on an ongoing basis and is aimed at minimizing the risks of both the Client and the Forex Company.

## **13. SUSPICIOUS TRANSACTIONS WITH MARGIN SECURITY**

13.1. A transaction with margin security may be considered suspicious by the Forex Company in the following cases:

- excessive use (2 or more times per month) of funds transfers without performing Transactions on the real Account;
- unusual nature of Transactions that have no obvious economic sense or obvious legitimate purpose;
- circumstances that give grounds to believe that Transactions with margin security are performed for the purpose of legalizing (laundering) proceeds of crime or financing terrorism;
- providing invalid information by the Client during identification;
- failure to communicate with the Client by the specified registration e-mail and phone number;
- failure of the Client to provide information to identify the beneficiary, i.e. the person for whose benefit the Client acts;
- submission of forged or invalid documents;
- performing Transactions with margin security in case of technical failures on the side of the Forex Company and/or quote/liquidity provider;
- performing Transactions while eliminating the consequences of non-market quotations on Instruments;



- performing Transactions with margin security in case of emergence and (or) subsequent emergence of debt on the Client's Account.

13.2. A transaction with margin security may be considered suspicious by the Forex Company based on the analysis of the nature of the Transaction, its components, related circumstances, and interaction with the client or their representative.

13.3. The Forex Company reserves the right to investigate the nature of suspicious technical Transactions, and therefore suspend such Transactions until the reasons of their occurrence are clarified and the investigation is completed.

13.4. In the course of such investigation, the Forex Company has the right to request the client to submit documents proving the client's identity (confirming the existence of a legal entity), payment documents, as well as other documents confirming the lawful possession and legal origin of funds Pledged to the client's account.

13.5. If suspicious Transactions with margin security are detected, the Forex Company has the right to:

- refuse to perform them for the client by rejecting the relevant request;
- limit Pledgeing and/or withdrawal of funds on the client's account in any way at the discretion of the Forex Company;
- return funds previously credited to the client's account to the same payment source from which funds were added to the client's account, all commissions for the return are paid by the client;
- debit the client's account for the commissions credited for the client's Transactions;
- terminate the Agreement with the client.

13.6. Refusal to perform suspicious Transactions with margin security, as well as termination of relations with the client upon detection of suspicious Transactions with margin security do not serve grounds for civil liability of the Forex Company for violation of the terms of the Agreement concluded with the Client.

#### **14. PREE-TRIAL SETTLEMENT OF DISPUTES**

14.1. All disputes and disagreements between the Forex Company and the Client arising in connection with the execution of the Agreement are resolved through negotiations, and if no agreement is reached in this way, by the Association for the Development of the Financial Market (ARFIN, <http://arfin.by/>), or in court in compliance with the claim procedure for resolving disputes.

14.2. In case of a situation where the Client believes that as a result of any of its actions or omissions the Forex Company violates one or more clauses of these Terms and Conditions, the Agreement, the Regulations, the Client must submit a claim to the Forex Company.

14.3. The claim procedure for dispute resolution is considered to be met if: the form and content of the claim meet the requirements described in this section; the claim is sent to the registration address of the Forex Company and the Client has a confirmation of receipt of the claim by the Forex Company; the Forex Company refused to satisfy the claim, or the Client did not receive a response to the claim and the period for its consideration has expired.

14.4. All claims/complaints/appeals must be submitted in compliance with the following requirements:

14.4.1. the claim must be submitted in writing;

14.4.2. the claim must contain the following information: the amount of the claim and its reasonable calculation (if the claim is subject to money valuation); the circumstances on which the claims are based and the evidence supporting them, including a reference to the violated clause of the Agreement or these Terms and Conditions, in the Client's opinion; the list of documents and other evidence attached to the claim; other information necessary for settlement of the dispute;

14.4.3. the claim must be sent by the Client not later than the third (3<sup>rd</sup>) Business Day of the event that serves basis for filing the relevant claim. The Client agrees that the delay in filing a claim serves grounds for refusal to consider it;

14.4.4. the claim can be sent in any form to the e-mail address of the Forex Company specified on the Website, or by registered mail to the legal address of the Forex Company, or handed to an authorized representative of the Forex Company against signature.

14.5. The Forex Company considers the Client's claim within thirty (30) calendar days.

14.6. In the process of considering the claim, the Forex Company has the right to prohibit the Client from managing the disputed position, and the claims from the Client that the position cannot be managed are not accepted.

14.7. In the event of disputed claims, the Forex Company reserves the right to block all or part of the Transactions on the Client's Account until these disputes are resolved or until the parties reach an interim agreement.

14.8. If the decision is made to refuse to satisfy the claim, the Forex Company notifies the Client of that in writing (by mail or by hand delivery).

14.9. The Forex Company has the right to make a claim against the Client in the event their account shows negative balance and in case of violation of these Terms and Conditions, which entails the emergence of losses or expenses by the Forex Company, or in other cases provided for by the legislation of the Republic of Belarus.

## **15. INFORMING CLIENTS**

The Company informs clients on the actions taken that may affect the interests of clients in the following order:

in case of changes to these Terms and Conditions, the Agreement, the Regulations on submitting, processing and executing client orders on fixing the price of the underlying asset and in case of changes to the terms of creating, maintaining and closing of the Personal Cabinet, by posting relevant information on the website of the Company not later than 10 days before such changes take effect. In addition, the Client may be notified of changes by another communication method available to the Company;

in case of suspending Transactions initiated by the Client or closing the account for reasons provided for in the Agreement or these Terms and Conditions, by sending an e-mail message and (or) sending a notification in the Personal Cabinet;

in case of changing the terms of maintaining the selected account type, blocking the account, changing the requirements for margin collateral, margin leverage, by sending an e-mail message and (or) sending a notification in the Personal Cabinet;

in case the Company forcibly closes the client's open position, in case of changing parameters during a specific Transaction (balance, margin security, free margin security, profit and loss, etc.), as well as in case indicators change for each underlying asset (spread, swap, methods of calculating financial results, etc.), by displaying information in the Forex Terminal.

For communication with the Client, the Company uses their contact information specified during registration and contained in the personal account. If necessary, the Client updates their data through the available means of communication with the Company, specifying the data that needs to be changed.

The Company is not responsible for the Client's failure to receive information from the Company (documents, notifications, confirmations, announcements, reports, etc.) if the client's Personal Cabinet contains outdated contact information and the Company was not notified by the Client on the change of contact information in a timely manner.

Any information sent to the Client by the Company using the data specified by the Client is considered received by the Client:

one hour after sending the e-mail;

immediately after placing the notification in the Personal Cabinet;

after 7 calendar days from the date of receipt of the mail;

immediately after the phone conversation with the Client;

immediately after the message to the Client in the Internet messenger.

To inform Clients, the Company may also additionally use its official website. Correspondence sent to the details specified by the Client and additional posting of information on the website of the Company serve appropriate written notifications.

#### **16. Cancellation of orders initiated by the Client and the Forex Company on fixing the price of the underlying asset and (or) Transactions initiated by the Client**

The Client can cancel a submitted order on fixing the price of the underlying asset only while the order is in the queue for execution on the server of the Forex Company.

It is not allowed to change or cancel an order on fixing the price of the underlying asset that has been accepted for execution, as well as existing orders on fixing the price of the underlying asset and deferred orders on fixing the price of the underlying asset, if the quotation has reached the level of its execution.

Any deferred order on fixing the price of the underlying asset can be changed or cancelled by the Client if such an order has not become active (the quote of the underlying asset has not reached the level of its execution).

If accepted deferred orders on fixing the price of the underlying asset do not have an expiration time, if they are not cancelled by the Client or deleted due to insufficient margin security, they are valid indefinitely.

The Company may close the Client's open positions by independently fixing the price of the underlying asset without the Client's consent and their prior notification, if the margin security level is below the minimum value set by the Company (the "Stop Out" level). The Company closes an open position automatically by creating an appropriate administrative order on fixing the price of the underlying asset on the server. The position is closed at the current quotes specified in the Transactions terminal. If several positions were opened by the Client at the time of reaching the "Stop Out" level of margin security, they are closed in order, starting with the position with the largest negative difference. The closing of positions is stopped when these actions have led to an increase in the amount of unused margin security above the "Stop Out" level.

To avoid reaching the "Margin Call" level and "Stop Out" level, the Client must maintain a sufficient level of margin security on their account.

The Company also has the right to close the Client's open positions in the following cases:

if the list of underlying assets is changed, if the Client has opened a position for Transactions with underlying assets that the Company no longer performs, the position is closed at the last quote transmitted in the Forex Terminal at the time of closing;

if a position was opened by the Client on non-market terms as a result of a technical failure, such a transaction must be closed or, alternatively, such a transaction can be adjusted. Cancelling a transaction means restoring the account to the state preceding the moment of this Transaction;

if it is impossible to maintain an open position as a result of changes in legislation or if other reasons for closing the position emerge that are beyond the Company's control;

if the Client is denied service in accordance with the legislation of the republic of Belarus or in cases provided for by the Agreement.

The Company has the right to cancel orders on fixing the price of the underlying asset initiated by the Client and the Forex Company and (or) Transactions initiated by the Client within 24 hours after opening the account and starting Transactions by the Client at their request.

#### **17. WORKING HOURS**

Working hours of the Forex Company: Monday-Friday from 9:00 to 18:00 (except for holidays declared non-working days in the Republic of Belarus and falling on a weekday).

Access to the Personal Cabinet and the Forex Terminal is provided around the clock seven days a week.

The time of sessions for performing Transactions on instruments is indicated in the Forex Terminal as well as on the Website of the Forex Company.



Approved by  
Kimbo LLC Director  
*(signature)* O.V. Volkov  
*July 16, 2020*  
Round seal affixed: Kimbo \* Limited Liability  
Company \* Minsk \* Republic of Belarus

**Terms and Conditions of Transactions with Non-Deliverable  
OTC Financial Instruments**

**Minsk, 2020**