



**FINANCE
FREEDOM
SUCCESS**

FBS Holdings Inc.

1. Subject of the Agreement

1.1. This Agreement sets forth the terms and conditions of the Company's services provision. The Company provides the following services to the Customer: performing operations in financial markets, performing transactions with financial tools either presenting or not presenting on the organized market. This Agreement also sets forth the order of payments between the Parties, in connection with the aforementioned services provision. Accepting this Agreement the Client guarantees the following:

1.1.1. In case the Client is a private person, he/she is a legal person of age. In case the Client is a legal entity, the entity is capable and no one except the Client has any rights of demand or obligation in respect to the transactions performed in the Client's trading account.

1.1.2. All the transactions on the Client's trading account are performed in compliance with this Agreement

1.1.3. In case of any personal data change or modification, the Client is obliged to inform the Company of such changes. The notification must be an email containing the Client's first and last name, account number(s), phone password. The notification must be signed, scanned and sent to **support@fbs.com** from the email the Client submitted during his/her account registration.

- In case the Client is a private person he submits the registration form personally.
- If legal entity, the form is submitted by the person in charge.

2. Company's services

2.1. The term "Company's services" refers to any interactive services or software provided by the Company, which allow the Client to:

2.1.1. Connect the Company or authorized third Party, receive information and/or quotes from the Company or authorized third party;

2.1.2. Perform transactions on financial markets through the Company by means of Metatrader 4.0 software, including electronic data transmission between the Client's PC (or any similar device) connected to the Internet and the Company's authorized network;

2.2. Accepting this Agreement the Client confirms he/she has read the communication rules and agrees that he/she is only able to perform orders by means of trading terminal and the Company's live chat only.

2.3. Company's services include Metatrader 4 software pack, technical analysis means and any third parties' services offered along with the Company's services

2.4. The Client confirms that the Company may modify, add, rename or leave unmodified the Company's services offered in compliance with this Agreement without prior notification. The Client also confirms that the Agreement is applied to the services which may be modified, added or renamed in future in addition to the services provided by the Company at present.

2.5. As far as trading operations are concerned the Company only provides execution, not providing any asset management or recommendations.

2.6. The Company is not liable to (unless set forth in this Agreement):

2.6.1. Track any Client's trading operation status and inform the Client about it;

2.6.2. Close any Client's open position;

2.6.3. Attempt to execute any Client's order by different quotes than the quotes offered in Metatrader 4 trading platform

2.7. Company's services do not include providing recommendations or information capable of engaging the Client to perform any transactions. In exceptional cases the Company reserves a right to provide information, recommendations or advice to the Client, however, in these cases the Company will not be responsible for any consequences of such recommendations and advices. Despite the Company reserves a right to close or decline any Client's position, all the trading operations performed by the Client as a result of imprecise information and/or mistake still remain in force and are mandatory for both the Client and the Company.

2.8. The Company is not a tax agent and acts under the legislation of the Republic of Mauritius. The Parties comply with their tax and/or any other obligations independently and on their own.

2.9. The Company reserves a right to decline a Client and offer him/her to withdraw the deposit in case his/her activity or interaction with the Company is deemed inappropriate and/or incorrect.

2.10. No actual supply of the currency or base asset of a CFD is made within a trading operation. All the profits and losses are deposited/deducted from the Client's trading account balance immediately after the position closure.

3. Orders and requests

3.1. The complete official information regarding the current trading conditions is located at www.fbs.com in "Trading Conditions" section. The Company reserves a right to change the trading conditions with a prior notification as mentioned in p 7.3.

3.2. Client's orders and requests

3.2.1. During trading operations the following execution methods are applied:

3.2.2. "Market execution" method – for Futures and Stock CFDs;

3.2.3. "Instant execution" method – for FOREX market trading tools

3.2.4. Any Client's order given by means of Metatrader 4 trading terminal generally goes through the following steps:

- a) The Client submits an electronic order;
- b) Client terminal sends the order or request to the server;
- c) Provided there is a stable connectivity between the client terminal and the server, the order is received by the server and verified;
- d) In case the order is valid, it is put into the queue. In this case "Order is accepted" message is displayed in the "Order" window of the client terminal;
- e) The order is sent to the dealer. In this case "Order is in process" message is displayed in the "Order" window of the client terminal;
- f) After dealer's processing, the order is sent to the server;
- g) The server returns the order processing results to the client terminal;
- h) Provided there is a stable connectivity between the client terminal and the server, the terminal receives the order or request processing results;

3.2.5. The Client can cancel a sent order only while it is in queue with "Order is accepted" status. In this case the Client should press "Cancel order" button. Due to the specifics of Metatrader 4 platform order cancellation in this case cannot be guaranteed.

3.2.6. In case the order has reached the dealer and has "Order is in process" status, such order cannot be cancelled.

3.2.7. The time of the order processing depends on the connection between the client terminal and the Company's server, as well as on the current market conditions. During regular market hours the order processing time usually is 1 to 5 seconds. In irregular market conditions, the processing time can last longer.

3.2.8. Client's request is declined in the following cases:

- a) During market opening when the order is sent before the first quote is received by the trading platform;
- b) In irregular market conditions;
- c) In case the Client doesn't have sufficient margin. In this case "No quote" or "Not enough money" message is displayed by the trading platform;
- d) In case the Client uses an electronic advisor performing over 30 requests per second the Company reserves a right to ban such EAs.

3.2.9. The general means of sending orders and requests is the trading terminal. Orders and requests can also be sent by phone or live chat.

3.2.10. In exceptional cases the use of the same IP address by different clients can be a basis to consider all the orders on all the accounts, performed from this IP address, as those performed by the same Client.

3.2.11. Orders opened or closed by off-market quotes can be cancelled:

- a) In case the order was opened by an off-market quote
- b) In case the order was closed by an off-market quote

3.2.12. The Company doesn't allow the usage of arbitrage strategies on connected markets (e.g. currency futures and spot currencies). In case the Client uses arbitrage in either clear or hidden way, the Company reserves a right to cancel such orders.

3.2.13. For "Micro" accounts **short-term orders**, including locked ones, lasting below 3 minutes can be cancelled in case of abuse.

3.2.14. The Company reserves a right to cancel Client's orders in case they do not comply with this Agreement

3.2.15. In case of using a swap-free account to perform arbitrage orders the Company reserves a right to change the account status back to regular and deposit/charge swaps for the whole period with prior written notification.

3.3. Trading operations

3.3.1. A buy order is opened by Ask price. A sell order is opened by Bid price.

3.3.2. A buy order is closed by Bid price. A sell order is closed by Ask price.

3.3.3. Position rollover. Swap addition/deduction to open orders is carried out from 23:59:00 to 00:01:00, trading platform time. So the swap will be added/deducted to all orders which were open during the period from 23:59:00 to 00:01:00, trading platform time.

3.3.4. In regular market conditions a Dealer keeps the spread within the range stated in the contract specifications.

3.3.5. Spread can be increased:

- For all company Clients without prior notification in the event the conditions come, different from the regular ones;
- For all Clients with obligatory prior update of contracts specification changes at the company website;
- For all Clients without prior notification in the event of force majeure circumstances;
- For any request exceeding regular market volume for the tool stated in the contract specification.

3.4. Open an order.

3.4.1. The obligatory parameters for submitting an order are:

- Name of the tool;
- Trade volume;
- Order type

3.4.2. To open an order by means of a client terminal without using expert advisor, a Client should press the button "Buy" or "Sell" at the moment, when Company's quotes satisfy him/her.

3.4.3. To open an order by means of the Client terminal using expert advisor, an order should be generated to perform trade at a current quote.

3.4.4. Order processing for open orders

a) At the moment when Client's order to open the position comes to the server, an automatic check of the trading account for free margin for the open order is carried out. In the event that the necessary margin is present, the order is opened. If the margin is not sufficient, the order is not opened, and a notice about absence of funds is created on the server.

b) In case of the "Market execution" trading tool type, a quote for opening an order may differ from the requested one. In case of "Instant execution" trading tool type, if a quote changes during the process of opening an order, "Requote" will be offered to Client.

c) The note about the open order appearing on log-file of the server declares that Client's request has been processed and the order has been opened. Each open order on the trading platform receives a ticker.

d) An order to open a position submitted for processing before first quote appears on the trading platform at market opening, will be declined. In this event in the client terminal window a message will appear "No

quote/trading is forbidden". In the event of the Dealer processing by mistake a Client request to open an order at the price of the previous day closing, the Company is liable to cancel such an order. In such a case Company contacts the Client and informs about it.

e) While opening an order on the market the Client shall not submit orders "Stop Loss" and "Take Profit" due to the "Market Execution" type. Submitting orders "Stop Loss" and "Take Profit" is carried out by modifying an open order.

3.5. Close an order

3.5.1. To close an order by means of a client terminal without using an expert advisor, Client should press the button "Close" in the moment, when Company quotes satisfy him/her.

3.5.2. To close an order by means of a client terminal using an expert advisor, an order shall be generated to close the order at a current quote.

3.5.3. The following orders "Stop Loss" and/or "Take Profit" may be used for closing an order.

3.5.4. Processing orders to close a position

a) If in the list of open orders on a trading account there are two or more locked positions, then while generating a request or an order to close any of those, an option "Close by" appears in the dropdown "Type" list. After choosing it, one or several open positions of the reverse direction appear. After marking the needed position from the list, a button "Close#...by#..." is activated. By pressing it Client closes locked positions of equal volumes or partly closes two locked positions of different volumes. In such a case a smaller position and a symmetric part of a bigger one close, and a new position in the direction of a bigger between the two stays open, thus receiving a new ticker.

b) If in the list of open orders on a trading account there are two or more locked positions, then while generating a request or an order to close any of those, an option "Multiple Close by" appears in the dropdown "Type" list. After choosing it, a list of all positions for the given tool appears and a button "Multiple Close By for..." is activated. By pressing this button Client closes all locked positions for the tool. In such a case a new position(s) stays open in the direction of a bigger total volume, which receives a new ticker. Important: functions "Close By" and "Multiple Close By" do not operate for the tools with floating stock spread.

c) When the note about closing a position appears in the log-file, this means that the Client's order to close a position has been processed.

d) If an order to close a position has been submitted for processing before a first quote appeared at the trading platform at market opening, such an order shall be declined by the Dealer. In the client terminal window a message "No price" will appear. Company is entitled to cancel trade if the Dealer processed by mistake the Client's order to close a position at a quote of previous day closing. In such a case Company contacts Client and informs about it.

e) If a "Market execution" type is used for a trading tool, quote for closing an order may differ from the requested one. If "Instant execution" type is used, then if the quote changes during the process of closing an order, "Requote" will be offered to Client.

3.6. Mandatory position closure.

3.6.1. If Margin level is lower than 25% on the Client account, margin call occurs. The Company is entitled but not liable to close Client positions. Decision to close positions is made by the server.

3.6.2. Company is entitled to mandatory closing of Client open positions without prior notification of the latter one, if a Margin level is lower than 15% of the necessary margin for maintaining open positions.

3.6.3. The current account balance is controlled by the server, which in the event of execution of P. 3.6.2. of the present Agreement generates an order to stop out. Stop out is executed at a current market quote on a first-come basis with Client orders. Mandatory position closure is noted in the log-file of the server with a notice "stop out".

3.6.4. In the event of executing conditions of P. 2.6.2. of the present Agreement shall the Client have several open positions, the first position closed is the one with biggest floating loss.

3.6.5. When after a mandatory position closure the Client account has a negative balance, compensation is added to the account, which sets the account to zero. However in special cases (when Company considers Client's actions as intentional) Company reserves the right to claim a debt payment from Client.

3.6.6. For the Futures contracts for difference at the day of contract expiration (day of contract expiration is stated in the tool specification at the Company website) all open positions are mandatory closed at the market quote of the trading session and all pending orders are deleted.

3.7. Leverage change

3.7.1. For a Company's Client leverage change is possible only once in 24 hours. For security reasons of trade operations performed by Client, it is impossible to change leverage if the account is in the trade mode (there are open orders).

3.7.2. The Company is entitled to change leverage on the Client account any time without prior notification, based on the leverage limit depending on the deposit sum according to Table 1 and with prior notification according to P. 7.3.

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

Leverage	Limitations up to	Limitations up to
1:500	5000 \$ (dollars)	5000 € (euro)
1:200	30000 \$ (dollars)	30000 € (euro)
1:100	70000 \$ (dollars)	70000 € (euro)
1:50	100000 \$ (dollars)	100000 € (euro)
1:33	150000 \$ (dollars)	150000 € (euro)
1:5	No limitations	No limitations
1:1	No limitations	No limitations

4. Order description

4.1. Order types in the trading platform FBS Trader.

4.1.1. The following order types to open a position (pending orders) may be located in the trading platform FBS Trader:

- "Buy Stop" – expects to open a position to buy at a higher quote than the current one at the moment of an order placement;
- "Sell Stop" – expects to open a position to sell at a lower quote than the current one at the moment of an order placement;
- "Buy Limit" – expects to open a position to buy at a higher quote than the current one at the moment of order placement;
- "Sell Limit" – expects to open a position to sell at a higher quote than the current one at the moment of an order placement. The following orders may be used to close a position:
- "Stop Loss" – expects to close a previously opened position at a quote less profitable for a Client, than the current quote at the moment of an order placement;
- "Take Profit" – expects to close a previously opened position at a quote more profitable for Client than the current quote at the moment of an order placement;

4.2. Time of placement and validity period of orders

4.2.1. Placement, modification and removal of orders by a Client shall be performed only during the period when trading according with the following tool is allowed. Trading hours for each tool are stated in the tool specifications.

4.2.2. Shall irregular market situations occur, the trading with a certain tool may be stopped mandatory, till the causes of the closing are removed.

4.2.3. All pending orders as well as orders “Stop Loss” and “Take Profit” for financial tools have the GTS Status (“Good Till Cancelled”) and are accepted for the indefinite periods. A Client is entitled to set the date and expiration date order validity him/herself, filling the date and time in the fields “Expiry”.

4.3. Order placement regulations.

4.3.1. At the moment when a Client submits an order to place the pending orders the following parameters are to be determined:

- a) Name of the tool;
- b) Volume;
- c) Order type (Buy Stop, Buy Limit, Sell Stop, Sell Limit);
- d) Order level.

4.3.2. Additionally to the parameters determined in the Client order, optional parameters may be stated in the Order, such as the following:

a) Stop Loss level of a pending order. 0.0000 value means that Stop Loss is not placed (or deleted if it had been submitted earlier).

b) Take Profit level of a pending order. 0.0000 value means that Take Profit is not placed (or deleted if it had been submitted earlier).

c) Date and time of a pending order validity.

4.3.3. The trading server may decline an order in the following cases:

- a) If the value of one or several required parameters is missing or wrong;
- b) In such a case if a pending order is placed by means of a client terminal without using an expert advisor, an error message will appear: “Invalid S/L or T/P”.

4.3.4. When a Client submits an order to place “Stop Loss” and “Take Profit” for open positions the following parameters are to be determined:

a) Ticker of the open position for which the orders are placed;

b) “Stop Loss” order level. 0.0000 value means that “Stop Loss” is not placed (or deleted if it has been placed earlier).

c) “Take Profit” order level. 0.0000 value means that “Take Profit” is not placed (or deleted if it has been placed earlier).

4.3.5. Orders of all types shall not be placed closer than a stated number of points to the current market quote. The minimum distance in points from the level of a placed order to the current quote (pending order level) for each tool is stated in tool specifications at the Company website.

4.3.6. When a note about an order placement appears in the server log-file, it means that the Client order has been processed and the order is placed.

4.3.7. Every pending order receives a ticker.

4.3.8. If an order for placement is received for processing before a first quote appears in the trading platform, it will be declined by a trading server. The window “No price/Trading is forbidden” will appear in the Client terminal.

4.4. Orders modification and deletion.

4.4.1. When a Client submits an order to modify parameters of pending orders (level of a pending order, Stop Loss and Take Profit for this pending order) the following parameters are to be defined:

- a) Ticker;
- b) Order level;
- c) Stop Loss order level. 0.0000 value means that Stop Loss is not placed (or deleted if it has been placed earlier);

A trading server is entitled to cancel an order if a wrong value of one or several parameters has been given. In such a case a button “Modify” is not activated.

4.4.2. When a Client submits an order to modify Stop Loss and Take Profit orders for the open position, the following parameters are to be defined:

- a) Ticker for an open position;
- b) Stop Loss order level. 0.0000 value means that Stop Loss is not placed (or deleted if it has been placed earlier);
- c) Take Profit order level. 0.0000 value means that Take Profit is not placed (or deleted if it has been placed earlier);

4.4.3. When a Client submits an order to delete a pending order, he/she shall state the ticker of a deleting order.

4.4.4. When a note about modifying or deleting an order appears in the server log-file, a Client order to modify or delete an order is considered processed, and an order is considered to be modified or deleted.

4.4.5. A trading server may decline a modification or deletion order if it has been submitted for processing before a first quote in the trading platform at market opening appeared. If a Dealer by mistake processes a Client order, order modification or deletion may be cancelled. The Client will receive a notification about it via internal email of a trading terminal.

4.5. Order execution

4.5.1. An order is executed in the following cases:

- a) Orders Sell Stop – at the moment, when Ask price in the quote flow is equal or smaller than an order level;
- b) Buy Stop order – at the moment, when Ask price in the quote flow is equal or bigger than an order level;
- c) Sell Limit order – at the moment, when Bid price in the quote flow is equal or bigger than an order level;
- d) Buy Limit order – at the moment, when Ask price in the quote flow is equal or smaller than an order level;
- e) Take Profit order – for an open buying position, when Bid price in the quote flow is equal or bigger than an order level;
- f) Stop Loss order – for an open buying position, when Bid price in the quote flow is equal or smaller than an order level;
- g) Take Profit order – for an open selling position, when Ask price in the quote flow is equal or smaller than an order level;
- h) Stop Loss order – for an open selling position, when Ask price in the quote flow is equal or bigger than an order level.

4.5.2. In the cases of price gaps order execution is determined by the following rules:

- a) A pending order which opening level and “Take Profit” are in the price gap is canceled with a note in the comments (cancelled/gap);
- b) “Take Profit” order with a level in the price gap is executed at the stated in the order quote;
- c) “Stop Loss” order with a level in the price gap is executed at the first quote after a price gap. In such a case a note is added to the comments (sl/gap);
- d) “Buy Stop” and “Sell Stop” pending orders are executed at the first quote after the price gap. In such a case a note is added to the comments (started/gap);
- e) “Buy Limit” and “Sell Limit” pending orders are executed at the stated in them quotes. In such cases a note is added to the comments (started/gap);

In certain cases with small price gaps orders may be executed in the standard mode at the stated in them quotes.

4.5.3. In the case a Client account simultaneously has:

- a) Margin level of 140% or less;
- b) 60% of volume of total position is placed at the one trade tool and has one direction (sell or buy);
- c) This part of the total position has been formed within 24 hours period before the market closes;
- d) Company is entitled to set “Take Profit” for orders, included in the total position at the Ask price level of market closing for the tool minus one point (for sell orders) or at the bid price level of the market closing for the tool plus one point (for buy orders).

5. Deposit/withdrawal of funds

5.1. Funds deposit to the Client trading account

5.1.1. Client can deposit their account by means of the payment systems available in the Personal Area;
5.1.2. If it is impossible to automatically execute the deposit, the request will be carried out within 24 hours since the moment the deposit ticker was created;

5.2. Withdrawal of funds from Client's trading account

5.2.1. Client can withdraw funds from his/her account only to those payment systems which have been used in P. 5.1.1.

5.2.2. In the cases when deposit of the account was executed via various methods, withdrawal is executed via the same methods in the ratio according to the deposited sums;

5.2.3. In exceptional cases (such as force majeure circumstances, termination of payment system operation, etc) Company is entitled to decline Client's funds withdrawal in this payment system. Depending on circumstances such cases are considered case by case.

5.2.4. According to the internal regulations of Company financial service, withdrawal request is processed within 48 hours.

5.2.5. To provide financial security for Client in exceptional cases Company serves the right to withdraw Client funds only to his/her bank account;

5.3. Internal transfer:

5.3.1. Internal transfers are not automatic;

5.3.2. Transfer between third parties is not possible;

5.4. Financial security.

5.4.1. To provide financial security Company is entitled to request from Client confirmation of the verification of personal data submitted at the registration of a trading account. For this purpose Company may at any moment ask Client to submit a copy of a passport or other equivalent document, certified by a notary (at Company's discretion).

5.4.2. Company is entitled to prohibit to deposit or withdraw funds to the third parties.

6. Commission and other costs

6.1. Client shall pay to Company commissions and other costs in the amounts stated in the Contract specifications. Company publishes the size of all the current commissions and other costs at their website.

6.2. Company is entitled to change the size of commissions and other costs without prior notification of Client. All changes are published at the Company website in the section "Company news" and/or in contact specifications.

6.3. Provided that all the applicable Company rules and provisions are followed, Company is not liable to disclose to Client any reports regarding profits, commissions and other fees received by Company from Client's trade, with the exception of the cases specially mentioned in the present Agreement.

7. Communication between Client and Company.

7.1. **Company uses the following communication means to contact Client:**

- a) Internal emails of the trading platform at their sole discretion (From Company to Client);
- b) Corporate chat, realized through a Personal Area;
- c) Telephone;
- d) Post;
- e) Announcements in the related sections of a Company website;
- f) Corporate chat;
- g) To contact Client Company shall use Client references, stated while opening the account or changed in accordance to the present Regulations.

7.2. **To be able to react promptly to Client's needs Company sets priorities in answering Clients in the following way:** communication means via which Client can perform trades: online chat (from a Personal Area) are served first, then questions from the forum and email are processed.

7.3. **Correspondence (documentation, announcements, notifications, confirmations, reports, etc) is considered to be accepted by Client:**

- a) An hour after sending it to their email;
- b) Immediately after sending it by internal email of the trading platform;
- c) Immediately after finishing a conversation by phone;
- d) After 7 days since sending it via post;
- e) An hour after placing it at a Company website.

7.4. To provide confidentiality of all trading operations, performed by Client, access to a trader Personal Area and trading terminal are secured via passwords. Client is solely liable for keeping his/her logins and passwords.

7.5. For the purpose of providing security for all Client trading operations, **telephone conversations with Company** are recorded on magnetic or electronic media. Such records are proprietary to Company and serve as evidence of orders submitted by Client.

8. Procedure of consideration and settlement of disputes and claims.

8.1. Procedure of consideration and settlement of disputes and claims for orders.

8.1.1. Should a dispute situation arise, Client is entitled to make a claim against Company. Claims are accepted within 2 working days since the moment the grounds for a claim appeared.

8.1.2. The claim should contain information stated in P. 8.1.6. and be sent to Quality control department through the feedback form, located at the Company website in the section "Claims and disputes for orders". All other claims submitted otherwise shall not be considered.

8.1.3. Company considers a Client claim in the time period of 10 working days. Client shall hold negotiations and give answers to all Company requests with good faith.

8.1.4. Claim consideration is suspended till Client gives answers to all Company requests.

8.1.5. Claim will be rejected in case Client shall not answer to any of Company requests within 5 days from the day they were received.

8.1.6. Client claim shall contain:

- a) Full name;
- b) Account number;
- c) Date and time when a dispute situation occurred;
- d) Ticker of the arguable order;
- e) Claim description.

8.1.7. Company is entitled to reject a claim provided it does not comply with P. 8.1.2., 8.1.6.

8.2. **Procedure of consideration of claims against service quality.**

8.2.1. Shall Client have claims against service quality, he/she is entitled to inform Quality control department about that using a feedback form, located at the website. In the address menu choose a section "Claims against service quality". All claims sent to this address are considered in detail by Quality control department specialists.

8.2.2. Time period for considering a claim against service quality is 10 working days. According to the results of the examination a letter notifying about the results of examination shall be sent to the Client contacts in Personal Area which were stated while opening the account.

8.2.3. Client claim shall contain:

- a) Full name;
- b) Account number;
- c) Date and time when a dispute situation occurred;
- d) Name of a service support department who Client was talking to;

e) Communication method (telephone, chat for Company Client via a Personal Area, corporate chat at the Company website, other communication methods);

f) Situation description and the essence of a claim.

8.3. Source of information to prove validity of claim

8.3.1. Server log-file is the main source of information while considering dispute situations. Information on the server log-file has absolute priority over other arguments while considering a dispute situation, including information at the Client terminal log-file.

8.3.2. Shall the server log-file not contain the corresponding note proving Client intentions; it is a basis to hold a claim invalid.

8.4. Compensation payment

8.4.1. Shall the claim be found proven; settlement is executed only in the form of compensation payment added to Client trade account.

8.4.2. Compensation shall not compensate the profit not received by Client in the event that Client had an intention to perform some action but has not performed it for some reason.

8.4.3. Company shall not compensate non-pecuniary damage to Client.

8.4.4. Company adds compensation payment to Client trading account within one working day since the moment of making a positive decision on the dispute situation.

8.5. Cases of rejection to consider a claim

8.5.1. Claims against not processed orders submitted during server scheduled maintenance are not accepted, provided a notification about such maintenance has been sent to Client via internal email of the trading platform or via any other means according to P. 7.1. of the present Agreement. Non-receipt of such a notification is not a ground for making a claim.

8.5.2. Claims against time period of order execution are not accepted regardless of time a Dealer needed to execute an order, and regardless of time when a notice about an order execution appeared in the server log-file.

8.5.3. Dispute situations not stated in the present Agreement are considered by Company according to the universal best practice.

8.6. Shall the order of Client be open, closed or changed due to the off-market quote, Company serves the right to return the order status before spike.

9. Risks

Client confirms that they are notified about risks related to performing trade operations at the world financial markets, including the following:

9.1. Leverage risk

9.1.1. While performing trade on the conditions of "Margin trading" a relatively small change of rate may strongly influence Client trading account balance due to the leverage effect. In the event of market movement against Client position, he/she can bear loss in the amount of the initial deposit and any other additional funds deposited to support open orders. Client is fully liable for consideration of all risks, use of financial tools and a choice of the relevant trading strategy.

9.1.2. It is recommended to maintain Margin level at 100% and higher, as well as always submit Stop Loss orders to eliminate possible losses.

9.2. Risk of financial tool volatility

9.2.1. A wide range of tools has great change of rates during the day that implies high probability of receiving profits as well as bearing losses for trading.

9.3. Technical risks

9.3.1. Client accepts risks of financial losses due to failure of information, communication, electrical and other systems from Client side.

9.3.2. During trading by means of a Client terminal Client accepts the risks of financial losses, which might occur due to:

- a) Failure in the hardware, software, and bad quality of connection from Client side;
- b) Malfunctioning of Client equipment;
- c) Wrong settings of Client terminal;
- d) Not timely update of Client terminal version;
- e) Lack of Client knowledge about the instructions, described in the support installed in the Terminal.

9.4. Risk of irregular market conditions

Client accepts that in market conditions different from regular, time of processing Client orders may increase, spread may be widened, and also a execution quote may differ from quotes in the flow.

9.5. Risk of technical peculiarities of the trading platform

9.5.1. Client accepts that in the queue of orders on the server there can be only one order. A try to submit any new order will be rejected and in the order window a notice will appear "Order is locked".

9.5.2. Client accepts that the only authoritative source of information about quote flow is the main server serving Clients, performing trades at the real accounts. Quote databases at the Client terminal shall not serve as authoritative source of information about quote flow, as in the event of unstable connection between Client terminal and the server a part of quotes from the quote flow may not reach Client terminal.

9.5.3. Client accepts that closing a window of submitting/modifying/removing an order as well as the window of opening/closing an order does not cancel the order which has already been submitted to the Dealer for processing.

9.5.4. Client accepts the risk of performing unplanned trading operations in the event of submitting an order second time before receiving information about the results of a previous order processing by Dealer.

9.5.5. Client accepts that an order for simultaneous modification of the level of a pending order and levels Stop Loss and/or Take Profit, submitted for processing after the order has been executed, will be modified only in the part of modifying levels Stop Loss and/or Take Profit orders of the open for this order position.

9.5.6. Client accepts that in the event of submitting a pending order or Stop Loss and/or Take Profit orders for the level, equal to the current quote in the quote flow, an order will be executed only in the event when a new tick towards an order actuation will occur, provided the conditions in P. 4.5 are satisfied.

9.6. Risk of communication failure

9.6.1. Client accepts the risk of any financial losses caused by the fact that he/she did not receive or received with delay any messages from Company.

9.6.2. Client admits that clear-text information sent by email is not secured from unauthorized access.

9.6.3. Client agrees that Company is entitled to delete messages not received by Client via internal email within three calendar days since sending a message.

9.6.4. Client is fully liable for keeping confidential information received from Company and accepts risks of any financial losses caused by unauthorized access of third parties to the trading account.

9.7. Risk of force majeure circumstances

9.7.1. Client accepts the risks of financial losses caused by force majeure circumstances.

10. Force majeure circumstances

10.1. Force majeure circumstances shall include but not limited to: any actions, events or circumstances (including but not limited to any strikes, riots, mass disturbances and civil disturbances, terroristic acts, floods, extraordinary weather conditions, earthquakes, fire, wars, labor disputes, accidents, government actions, connection and power failures, equipment and software failures, etc) which in the reasonable opinion of Company lead to destabilization of a market or markets of one or several tools, interruption of business, liquidation or closing of any market or absence of an event on the basis of which Company sets quotes, or introduction of non-standard trading conditions at any market or towards any such event.

10.2. Company having sound ground is entitled to define the borders of force majeure circumstances occurrence. In the event of force majeure circumstances Company shall take all measures in good faith to notify Client about force majeure circumstances.

10.3. Client agrees that in the event of force majeure circumstances Company is entitled (without limiting other Company rights according to the present Agreement) without prior written notification and any time to take any of the following actions:

- a) Increase margin requests;
- b) Close one or all open positions at a quote Company reasonably finds correct;
- c) Suspend or modify application of one or all of provisions of the present Agreement so long as force majeure circumstances do not allow Company to follow these provisions;
- d) Take or not take any actions towards Company, Client and other Clients, provided Company has reasonable grounds for considering such actions reasonable in such circumstances;
- e) Reconsider financial result of all Client trading operations, falling within force majeure circumstances, by changing quotes, opening/closing orders, or total deletion of orders.

11. Terms and definitions

ASK	The highest quote in the quotes, a quote at which Client can buy
Arbitrage	Trading strategy, where “Arbitrage orders” are used
Arbitrage order	<p>An asset is bought at one market, and at the same time its analogue is sold at the other. Thus the difference in the value of the assets is fixed at different stocks. As a result of this strategy regardless of the future market progress portfolio value stays approximately fixed (as a result of compensation by reciprocal trade orders).</p> <p>An order is also considered arbitrage when it consists of only buying (selling) of a financial asset at one market without selling (buying) the analogue at the other market, provided there is a significant price gap between quotes of these two connected markets at the moment of opening or closing an order.</p>
BID	Smaller quote in the quotes. A quote at which Client can sell.
Quotes database	information about quotes flow
Base currency	The first currency in the identifying of the currency pair which Client can buy or sell for the quotes currency.
Balance	Total financial result of all complete transactions and non-trading operations on the trading account
Bar	An element of the trading graph which includes quotes at opening and closing, as well as maximum and minimum quotes for the definite period.
Fast market	<p>Market condition, when during a short period of time extreme rate changes occur. Frequently “fast market “is accompanied by price gaps. As a rule it occurs immediately before and/or immediately after one or several events:</p> <ul style="list-style-type: none"> - start of the war or military actions; - publication of economic parameters for countries, whose economy has a great influence over the condition of the world economy; - declaration of decision on the interest rates by central banks and their committees; - speeches and press-conferences by Central Bank directors, finance ministers and presidents of countries whose economy significantly influences the state of the world economy; - currency interventions by state organizations; - terroristic acts of national (state) level; - natural disasters, which cause impose emergency rules (or similar limiting rules) at the victim territories; - political or force majeure events: resigns and appointments (including the ones

as a result of elections) of representatives of executive departments of government;

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

Quote currency	Second currency in identifying currency pair, with which Client can buy or sell base currency
Currency pair	Trading operation volume, the basis of which is a change of one currency value towards another currency
Value Trailing Stop	Parameter Trailing Stop set by Client.
Account type	Accumulation of conditions, services available for Client, which are formed on the basis of the minimum deposit sum. Each Account type has a minimum deposit sum. Maximum deposit sum depends on the choice of leverage.
Time of the trading platform	Time zone used for fixing any events in the server log-file.
Chart	Quotes flow, presented in the graphical form. High for each bar – is a maximum Bid for a period, low – minimum Bid, closing quote (close) – last Bid of a bar, opening price (open) – first Bid of a bar.
Dealer	<ol style="list-style-type: none"> 1) Company, with which Client has made agreements, regulating legal basis for executing trading operations on the conditions of margin trading; 2) trading server and/or Company employee who processes requests and orders of Clients, executes orders, stop out and margin calls
Long position	Buying tool with expectation of rate rise. Applicable to currency pairs: buying base currency for the quote currency.
Close position	The result of the second part of a completed transaction.
Request	Client instruction to Dealer to receive quote. Request does not make Client liable to perform an order.
Tool	Currency pair or a contract for difference.
Account history	List of completed transactions and non-trading operations of the trading account
Client	Legal entity or a private person who concluded an agreement with Dealer, to execute trading operations on the conditions of margin trading.
Client terminal	Software product MetaTrader 4.0, by means of which Client can receive information about bidding at financial markets (in the volume defined by Company) on-line, perform technical analysis of markets, perform trading operations, submit, change, delete orders, as well as receive messages from Dealer and Company. Is accessed freely at the website.
Short position	Selling of a tool with expectations of rate decrease. Applicable to currency pairs: selling of base currency for quote currency.

Contact for difference	Object of executing trading operations, which is based on the change of basis of base asset (that is an asset lying in the basis of the contract for difference), that could be a share, futures, goods, precious metals, stock index, etc.
Quoting	Process of presenting quotes to perform orders to a Client.
Leverage	Ratio between the amount of guarantee and trading operation volume
Rate	1) for currency pair: value of the base currency unit expressed in the quote currency; 2) for a contract for difference: value of base asset unit, expressed in the in the monetary form.
Client log-file	A file, created by Client terminal, which registers up-to-the-second all the requests and orders, sent by Client to Dealer
Server log-file	A file, created by the server, which registers up-to-the-second all requests and orders, received from Client to Dealer, as well as results of their processing.
Locked positions	Long and short positions of the equal volume, opened for the same tool at the same trading account
Lot	Abstract notion to identify number of shares, goods, base currency, accepted at the trading platform.
Margin for locked positions	Security required by dealer to open and maintain locked positions. Stated in contract specification for each tool.
Margin trading	Performing trading operations using leverage, when Client is able to perform trade for the sums far exceeding the size of his/her own funds.
Initial margin	Funds required by Dealer as security to open positions. Stated in a contract specification for each tool.
Necessary margin	- Cash security requested by Dealer to support open positions. It is stated in contract specifications for each tool.
Off-market quote	- presence of a substantial price gap; - quote roll-back within a short period of time to an initial level creating a price gap; - lack of rapid quote movement before this quote appeared; - at the moment of its appearance, there are no macroeconomic events and/or corporate news which could significantly influence the tool rate. Company is entitled to remove the information about off-market quote from the server quote database.
Non-trading operation	Operation of depositing one's account (withdrawing funds from one's account) or an operation of granting (reimbursement) of credit.

Regular market	«Regular market conditions».
Order	– Client order to Dealer to open or close a position provided order quote level is reached.
Open position	– a result of the first part of a completed transaction.
Market opening	- reopening of trade after weekends, holidays or after a break between trading sessions.
Pending order	Client order to Dealer to open a position as a quote reaches an order level.
Floating profit/loss	Non-fixed profits/losses for the open positions at the current rate values.
Completed transaction	Consists of two reverse trading operations with equal volumes (open a position and close a position): buying with a following selling or selling with a following buying.
Quotes flow	Quotes sequence for each tool coming to the trading platform.
Flow quotes	Method of presenting quotes to Client without a request. When Client sees on-line Dealer quotes flow, for which he/she can at any time submit an order to execute a trading operation.
Point	Unit of least-significant bit of a rate.
Lot size	Amount of shares, goods, base currency in one lot, fixed in contract specifications.
Developer	Company «MetaQuotes Software Corp.» trading platform developer.
Order	Client instructions to Dealer to open/close a position, place, delete or change an order level.
Market conditions different from regular	See “thin market» or«fast market».
Free margin	Funds at the trading account, which can be used to open new positions. Defined by formula: equity - margin.
Server	Software MetaTrader Server 4.0, which processes Client requests and orders, provides information on-line about bids on financial markets (in the volume defined by Company), records liabilities between Client and Dealer, as well as observes conditions and limitations.
Expert Advisor	Trading account Control strategy in the form of a software in the specialized language MetaQuotes Language 4, which sends requests and orders to the server using Client terminal.
Spike	See «Off-market quote».

Contract specification	Main trading conditions (spread, lot size, minimum volume of a trading operation, steps of trading operation volume changes, initial margin, margin for locked positions etc.) for each tool.
Disputable situation	1) a situation, when Client is of opinion that Dealer as a result of their actions or lack of actions broke one or several provisions of the present Agreement; 2) a situation, when Dealer is of opinion that Client as a result of their actions or lack of actions broke one or several provisions of the present Agreement
Spread	Difference in quotes Ask and Bid expressed in points.
Account	A unique personalized accounting register of operations in the trading platform, which reflects complete transactions, open positions, non-trading operations and orders, as well as status of balance.
Account type	Accumulation of conditions and services available for Client which are formed on the basis of the minimum deposit sum. Each account type has its minimum deposit sum. Maximum deposit sum depends on the leverage choice.
Ticker	A unique identification number given for each open position or a pending order in the trading platform.
Thin market	A market condition, when during a long period of time quotes enter the trading platform more rarely than in the regular market conditions
Trading operation	Client's buying or selling any tool
Trading platform	Accumulation of software and hardware which provide information on-line about bidding in the financial markets, executing trading operations, record of mutual liabilities between Client and Dealer, as well as observing conditions and limitations. In the simplified form for the goal of the present Agreement it consists of "Server" and "Client terminal".
Trading account	Unique personalized register operations in the trading platform, which reflects completed transactions, open positions, non-trading operations and orders.
Trading account	Unique personalized register operations in the trading platform, which reflects completed transactions, open positions, non-trading operations and orders.
Trailing Stop	See «Trailing Stop».
Order level	Quote stated in an order.
Force majeure circumstances	Events which could not have been foreseen or prevented. See the details in the section of Force majeure paragraph of the present Agreement.
Quote preceding off-market quote	Closing quote for a minute bar which preceded a minute bar with off-market quote.

Price gap	Any of the two situations: - Bid of a current quote is bigger than Ask of a previous quote; - Ask of the current quote is smaller than Bid of the previous quote.
Price gap at the market opening	Any of the two situations: - Bid of an opening market quote is bigger than Ask of a closing market quote; - Ask of an opening market quote is smaller than Bid of the closing market quote.
Obvious error	Opening/closing a Client position, or an execution of a Client order By Dealer at a quote significantly different from the quote for the given tool in the quote flow at the moment of the action, or any other action or lack of action of Dealer connected to Dealer obviously wrong identifying quote level on the market at a given time.
Account history	See «Account history».
Ask	A higher quote in the quotes. A quote at which Client can buy.
Balance	See «Balance».
Bid	Lower quote in the quotes. A quote at which Client can sell.
CFD	See «Contract for difference».
Contract for difference	See «Contract for difference».
Equity	The current account balance. Defined by formula: balance+ floating profit- floating loss.
Fast market	See «Fast market».
Floating profit/loss	See «Floating profit/loss ».
Free margin	See «Free margin».
Hedged margin	Security to open and maintain locked positions required by Dealer. Fixed in a contract specification for each tool.
Initial margin	See “Initial margin”.
Lock	cm. «Locked positions».
Instant Execution	A method which allows trader to trade at so-called “fixed” quotes. This means that in the case of confirmation to buy or sell currency at the stated quote an order is executed at this quote.
Requote	A situation which occurs while realizing Instant Execution method, when during opening or closing an order, a quote change occurs on the market. In such a case dealer offers to execute an operation at a changed quote.
Market Execution	Execution by Market. In such a mode of a market order execution a decision on the execution price is made by broker without additional agreement with trader.
Long	See “long position”

Margin Level	Ratio of equity to the necessary margin, expressed in the percentage. Defined by the formula: $(\text{equity}/\text{margin}) * 100\%$.
Margin	Necessary margin.
Margin Call	Account condition, whereby dealer is entitled but not liable to close all open positions of Client due to the lack of free margin. Margin level whereby a margin call situation occurs is stated in the present Agreement.
Margin Trading	See «Margin trading».
Necessary margin	«Necessary margin».
Pending order	See «pending order».
Short	See «Short position».
Spike	See «off-market quote».
Stop out	Order for mandatory position closure, generated by the server.
Swap	Payment to roll an open position for a night. Can be positive as well as negative. A table with “swap” values for each tool is given at the FBS website.
Trailing Stop	<p>The following control strategy for a Stop Loss order:</p> <ul style="list-style-type: none"> - take no actions if a profit for an open position has not exceeded a value of Trailing Stop; - as soon as profit for an open position exceeds a value of Trailing Stop, send an order to the server to submit Stop Loss order at a distance of Trailing Stop value from a current quote; - as soon as a quote will be received at a distance, exceeding Trailing Stop value from a submitted Stop Loss order, send an order to the server to change the order level so that it would be at a distance of Trailing Stop distance from a current quote. <p>Trailing Stop functions only when Client terminal is activated, connected to the Internet and is successfully authorized at the server.</p>