

Fort Securities BLR ltd

Approved

CEO

Fort Securities BLR ltd



S. Kovalevitch

November 30th, 2020

OTC TRANSACTIONS AGREEMENT

(Agreement on the performance of transactions with non-deliverable OTC financial instruments as of July 25, 2018

(as amended of November 30, 2020)

MINSK

2020



AGREEMENT ON THE PERFORMANCE OF TRANSACTIONS WITH NON-DELIVERABLE OTC FINANCIAL INSTRUMENTS

I. General provisions

1. The present agreement on transactions with non-deliverable OTC financial instruments (hereinafter referred to as the Agreement), presented on the website of Fort Securities BLR LLC (hereinafter referred to as the Company), at www.fortrade.by, is a public offer, i.e. the Company's offer to conclude an Agreement with the Client.

2. The Agreement shall be considered concluded at the time of acceptance by the Client of this public offer. Acceptance of this public offer shall mean the performance of all the following actions in the aggregate by the Client:

- registration on the Company's website www.fortrade.by, the result of which is the creation of the Client's Personal Virtual Cabinet (user account);
- familiarization and acceptance of the terms of this offer, expressed by an appropriate mark in the filled documents containing identification and contact data during the registration on the Company's website in the Personal Virtual Cabinet of the Client;
- familiarization and acceptance of the content of the Terms and Conditions of transactions with non-deliverable OTC financial instruments (hereinafter referred to as the Terms and Conditions of Transactions), the Regulations for Filing, Processing and Executing Client's Orders for Fixing the Base Asset Price during Transactions' performance with non-deliverable OTC financial instruments (hereinafter referred to as the Terms and Conditions) and Notifications about the risks presented on the Company's website, expressed by an appropriate mark in the documents filled by the Client containing identification and contact data in the personal virtual cabinet of the Client on the Company's website;
- submission of the documents and data stipulated by the Terms and Conditions of Transactions; - deposit of margin funds by the Client, who has passed identification and verification.

3. In case of depositing margin before the verification, the funds of the Client shall be kept on the Company's bank account. Margin funds shall be reflected on the Client's account balance upon successful completion the abovementioned verification procedures by the Client.

4. As a result of successful identification, the Client shall receive by e-mail an account number with limited functionality, without the right of performing transactions. After verification, the Client's funds shall be credited to its account, which allows using specialized software (hereinafter referred to as the Platform) to conduct transactions with non-deliverable OTC financial instruments in the OTC Forex market.

In case the Client fails to perform the verification and identification in accordance with the local regulatory legal acts of the Company (as a result of the audit, the Company makes a negative decision about the possibility of concluding an Agreement with the Client), an email shall be sent to the Client notifying of the refusal to enter into the Agreement.

Unless otherwise specified, the terms and definitions used in this public offer shall be used in the interpretations and meanings defined in the Terms and Conditions of Transactions.

The present public offer is valid for acceptance (deadline for acceptance) from July 25, 2018 (including as stated in the Agreement amended on March 25, 2019) until it is withdrawn by the Company or amending its content in the form of the new edition of the Agreement.

II. Scope of the Agreement

5. Under the present Agreement, the Company shall perform on its own behalf and at its own expense by communicating with the Client via the global computer network Internet and (or) using other technical means transactions initiated by the Client using non-deliverable OTC financial instruments, and the Client shall pay commission to the Company for such transactions and fulfill other obligations subject to compliance according to the terms and provisions of the Agreement, in accordance to local regulatory legal acts of the Company and regulatory legal acts of the Republic of Belarus.

6. Transaction may be carried out using leverage.

7. Payment of taxes and fees shall be carried out in accordance with the legislation of the Republic of Belarus.

8. The Client shall perform transactions solely at its own discretion, basing on personal experience and investment strategy, the Client hereby realizes and accepts the risks related to the nature of the transactions performed, i.e. making profits is tightly connected to the risks of losses, and the Client shall be fully responsible for the results of these transactions.

III. The procedure for determining the prices of underlying assets (quotes)

9. The data on the quotes for underlying assets shall be provided by the Company to the Client automatically by displaying it in the Platform on the basis of the data received from the liquidity provider.

10. The Company receives quotes from the liquidity provider, Fortrade Limited (registration address: 43-45 Dorset Street, London, W1U 7NA, United Kingdom; registration number 08619610, license number 609970), through continuous data exchange with the liquidity provider.

11. The quotes presented in the Platform are based on market indicators, are displayed in real time and the same for all clients of the Company. The given quotes are the best Ask and Bid prices offered by the Company.

IV. The procedure of margin funding by the Client, the procedure of its recording (documentation) and its return to the Client

12. The account shall be opened for the Client with a zero balance, which shall be replenished to start performing transactions.

13. In order to funds, the Client shall log in to its personal user account on the Company's website and select the section "Funds deposit". The Client shall deposit by transferring funds using one of the following methods:

13.1. Bank payment cards;

13.2. Internet Payment systems.

13.3. Bank transfer

14. All fees and other expenses of third parties (for example, banks, payment systems, etc.), which are implied by the chosen method of account depositing, shall be paid by the Client.

15. The Company shall credit the received funds to the Client's account no later than 2 business days from the date the funds are received by the Company's account if the Client is verified, or no later than 2 business days from the date it was verified. The Client hereby agrees that the Company shall not be responsible for the terms of payments made by third parties, and the circumstances that led or could lead to technical failure in making the transfer, if they occurred not due to the fault of the Company.

16. The currency of the Client's account may be: US dollar, Euro, GB pound, Turkish lira.

17. The Platform provides real-time recording (accounting) for the Client's margin level, which is formed on the basis of the results of all transactions, and displays the margin level, which reflects the current state of the account, taking into account all open positions. The history (log) of operations and information about their results may be received in the Platform and in the Personal Area.
18. The positive price difference accrued but not received by the Client for the completed operation is included in the margin funds and is automatically credited to the balance of the Client's account.
19. Interest to payment to the Client for margin collateral shall not be charged.
20. The margin funds shall be returned to the Client on the basis of the request for withdrawal of funds generated by the Client in the personal account or in accordance with the withdrawal request form (this form is located in the subsection "Withdrawal of Funds", for withdrawal of funds a user shall download the form, fill it in according to the fields, upload via the personal account in the section "Documents upload"), sent by the Client by e-mail to support@fortrade.by.
21. Requests for withdrawal of funds (return of the margin funds to the Client) shall be processed on the day they are received, or on the next business day, if the Client's request is received during non-working hours or on a day off (the day declared as non-working). After processing the request, the time period for receiving funds depends on the chosen method of withdrawal.
22. If the margin funds are deposited by the mean of bank card' (cards'), then to withdraw it, the Client should provide a color image of this payment card (cards). On the front side of a bank payment card, the name and surname of the cardholder, its expiration date, the issuing bank, as well as the first 6 and last 4 digits of the card number shall be visible, the remaining digits shall be hidden. On the back of the bank card a sample signature of the bank card holder shall be depicted. CVC2/CVV2 code shall be hidden. The image of the bank payment card may be provided via e-mail verified by the Company, or through the Personal Account.
23. The Company shall make payments only to bank accounts, the bank payment cards owned by the Client and to the Client details in electronic payment systems.
24. Payments shall be made in the currency of the account.
25. The Company shall not charge a fee for funds' withdrawal.

V. The procedure for determining the leverage level

26. Leverage means a ratio of an amount specified in the client's order to fix an underlying asset price while opening position to the amount of margin.
27. Leverage for transactions may be set for Clients in the amount from 1: 1 to 1: 500 depending on the category of the Client and the selected financial instrument.
28. For the purposes of the conclusion of the Agreement, all Clients by default shall be classified as "client", for which the maximum margin leverage shall be set at 1:100.
29. In case of categorizing a client into the "professional client" category, the maximum margin leverage shall be set at 1: 500. In case of categorizing a client into the "qualified client" category, the maximum margin leverage shall be set at 1: 200. The criteria and procedure of the assignment of the Client to the categories "professional client" or "qualified client" shall be established by the Terms and Conditions.
30. Procedure for determination of the leverage remains unchanged notwithstanding the client's category and financial instrument selected. Information on the set leverage levels for each financial instrument shall be posted in the Platform and on the Company's website in the "Products" section, "Instrument Specifications".
31. The Company has the right to unilaterally change the size of leverage on the underlying asset with prior notice to Clients by posting information on the official website of the Company. Herewith, the procedure for determination of the of the leverage is to be unchanged.

VI. The procedure for initiating transactions by the Client

32. The initiation of the transactions by the Client (making an order for fixing the price of the underlying asset), receiving and processing the Client's order shall be carried out automatically by the Client by performing necessary actions in the Platform.

There are multiple options to initiate an operation in the Platform by the client. If it is market order (immediate execution): by clicking New Order interactive button followed by clicking BUY and/or SELL. If it is pending order – BUY limit, SELL limit, BUY stop or SELL stop – you should click New Order interactive button, you then should select the relevant order and click Set an Order.

To close a position, click on an open position with the required ticket in the "Tools" window in the "Trade" tab, select "Close position" in the appeared context menu.

33. Initiation, processing and execution of the Clients' orders for fixing the price of the underlying asset while performing transactions shall be determined by the separate regulations approved by the Company and posted on the Company's official website.

34. The data on Client's orders is stored on the Company's server and is available to the Client around the clock in the Platform in the "Account History" section, which also displays the result of the transactions performed.

VII. Procedure for closing a position by the Company in case if the margin level of the Client necessary for maintaining an open position is insufficient

34. If during transactions' performance the margin on the Client's account reaches the Stop Out level, the Company shall automatically close the open positions of the Client by fixing the price of the underlying asset, starting from the position with the largest negative difference at the current quotes broadcast on the Platform.

35. In order to avoid closing positions, the Client shall maintain a sufficient margin amount on its account. The Company has the right to close all or a separate open position of the Client by fixing the price of the underlying asset, if during a particular moment the margin has reached a level that is not sufficient to cover the negative difference in the market value of a separate or all open positions of the Client.

36. The Company has the right to close any or all of the open positions of the Client by fixing the price of the underlying asset in the event of a debt of the Client to the Company and insufficiency of the funds available for this on the Client's balance account.

37. When the Client's balance is insufficient while Client's marginal security reaches the Stop Out level, the Company has the right to fully or partially close Client's open positions by self-fixing the price of the underlying asset.

38. At the request of the Client, the Company may renew an open position in relation to the underlying asset at the price for which its initial position has been opened, which in turn has been forcibly closed by the Company due to the decrease in margin amount to the "Stop Out" level. The necessary criteria for performing the abovementioned renewal are the following:

- Operations are initiated by the Company after the Client's request for renewal of necessary operations in writing and meeting all of the below conditions;
- depositing by the Client the necessary amount of margin funds to the account;
- in this case a new position opens by the same volume (with the assignment of a new identification number) into which the financial result of the previous operation and the corresponding commissions are transferred (if any).
- the Client's initially opened position is fixed with zero financial result and zero commissions (if any);
- procedure and terms for the settlements between the Company and the Client under new operation are established pursuant to terms and conditions hereof;

- when the operation is renewed, the price of underlying asset valid as of the time of initially opened position shall be used as the price of the underlying asset; when the Client closes the renewed operation, the current market price as of the time of operation closure shall be used.

VIII. The procedure for determining the amount of commission to the Company for the transactions performed, its payment procedure and terms. The procedure and terms of settlements between the Company and the Client

39. For the transactions' performance by the Company, the following types of commission may be charged to the Client:

39.1. Spread;

39.2. Swap;

39.3. Commission for the transfer of positions;

39.4. Commission for maintaining inactive accounts with a positive balance.

40. Payment of commission of the Company shall be carried out at the expense of margin funds of the Client.

41. The commissions that are not denominated in the currency of the Client's account shall be converted into the account currency at the exchange rate determined by the Company and available in the Platform (menu View/Symbols).

42. The spread shall be charged by the Company when the Client opens a position.

Spread = (Ask on the underlying asset) - (Bid on the underlying asset).

The quotes for the underlying asset for the specified calculation shall be determined simultaneously. The spread may be both fixed and floating. Data on the type and amount of the spread for each underlying asset is indicated on the Company's website in the Products section of Instrument Specifications, in the Platform, and is also archived on the Company's server and taken into account during the determination of the financial result from the completed operation at the moment of closing the position.

43. The swap shall be charged by the Company for the transfer of an open position to the next trading day.

For the transactions which underlying asset is foreign currency, precious metals, oil, share index values the following calculation method is applied:

Swap = daily rate*number of lots/instrument currency rate to account currency.

For the transactions which underlying asset securities:

Swap = number of securities*price market*annual rate/365;

number of securities = number of lots*contract size (listed on the Company's website and in the Platform).

The amount of the swap, the method of its calculation and the day that the swap is accrued in triple size depend on the type of the underlying asset in respect of which position is open. Daily and annual rates for swap calculation are published on the Company's website in the "Products" section, and indicated in the Platform for each underlying asset. In case the swap is negative, it is charged to the Client, if positive, it shall be sent by the Company to increase the margin amount of the Client. The process of transferring an open position to the next trading day shall start at 23:59:59 according to the time specified in the Platform. The Company shall charge a threefold swap when transferring an open position to the next day at night from Wednesday to Thursday for the transactions which underlying assets are foreign currency, precious metals, oil, securities, and in case of transfer positions from Friday to Monday for CFD transactions on futures on stock indexes and CFDs on securities.

44. The Company shall charge a fee for the transfer opens of positions on underlying assets CFD for futures on stock indexes, CFD for futures for precious metals, CFD for futures for agricultural products, CFD for futures for oil and oil products for the next term of a futures contract.

Transfer fee = (new CFD price on futures - old CFD price per futures) * quantity of underlying asset items.

Rollover commission will be charged at the time of closure of the operation on such underlying asset.

45. The Company shall also charge a fee for maintaining inactive accounts with a positive balance. An account shall be classified as inactive if there are no transactions performed within the period of 180 days (no transactions, deposits and withdrawals from the account have been carried out). The commission is deducted from the client's account on the 180th day at 23:59:59 (GMT +02: 00) ~~The fee shall be charged from the account~~ in the amount of 10 USD/10 EUR/10 GBP / (for accounts whose currency is Turkish Lira: 10 USD in Turkish Liras at the rate of Turkish Lira to USD in the Platform at the time of payment), depending on the account currency. When a zero balance is reached, such an account is permanently blocked, but it may be restored at the request of the Client.

46. The change in the amount of commission, the introduction of new or cancellation of the existing commission of the Company shall be carried out after posting the relevant information on the change, introduction or cancellation on the website of the Company and only in relation to newly opened positions of Clients. In case of commission calculation procedure change, the Company shall introduce amendments to the Terms and Conditions and this Agreement, and notify the Client thereof within ten (10) calendar days after effective date thereof by posting the relevant information on the Company's website.

47. The Company has the right to demand compensation from the Client in the event of any request for a refund from the issuer of a payment or credit card or any other payment system. The company may receive such compensation by debiting the Client's account, deducting payments due to the Client by debiting the Client's payment or a credit card or by receiving any other legal means from the Client. Any compensation shall include all costs and losses incurred by the Company with such a refund.

48. In the event that the Company receives a request from any payment system to return the amount from the balance of the Client's account, the Company may perform the following actions:

48.1. to close any open positions of the Client by fixing the price of the underlying asset;

48.2. to establish restrictions on the use of the account by the Client, including:

a) restriction on depositing funds to an account; b) restriction on withdrawing funds from an account; c) restriction on opening new positions in the Platform; d) terminate the Agreement. The duration of the restrictions shall be set at the discretion of the Company.

IX. Rights and obligations of the Parties

49. The Company shall:

49.1. execute the Client's orders in the manner and conditions stipulated by this Agreement, the Terms and Conditions and Regulations for the submission, processing and execution of Clients' orders for fixing the price of the underlying asset;

49.2. accept the margin funds to its bank current account and deposit the accepted amount of the margin funds on the Client's account in full, subject to the conditions provided for in this Agreement and the Terms and Conditions;

49.3. return the margin funds at the request of the Client in accordance with this Agreement, provided that there are no outstanding obligations of the Client to the Company and if the funds are not required to maintain open positions of the Client;

49.4. provide the Client with complete and accurate information about the procedure and conditions for performing transactions, the rights and obligations of the Client by posting information on the official website of the Company or by other means provided for in this Agreement and the Terms and Conditions;

49.5. classify the Client by one of the categories of Clients prescribed in accordance with the current legislation of the Republic of Belarus, on the basis of the criteria established by the Terms and Conditions;

49.6. keep the Client information confidential.

49.7. If the Client requests the Company to provide a report of his operations, costs incurred by the Client, income received by the Client, the Company shall provide the requested report within one (1) business day after request.

50. The Client shall:

50.1. familiarize itself with and comply with the terms of this Agreement, familiarize itself with the Terms and Conditions and the Regulations for submitting, processing and executing clients' orders on fixing the price of the underlying asset, follow the changes made in these documents, posted on the official website of the Company;

50.2. ensure the implementation of this Agreement and all obligations stipulated by this Agreement;

50.3. during transactions' performance, take into account possible risks that may affect the financial result of the operation;

50.4. provide accurate, correct and complete information to the Company and promptly notify the Company within 5 business days of any changes in such information, which includes, but is not limited to personal data such as ID and identification data, address of registration and (or) address of residence by informing the Company of such changes and sending the relevant documents of the Company;

50.5. Provide the Company with information that the Company may require, including information relating to the measures against money laundering, terrorism financing and corruption;

50.6. provide the Company with data that may affect the implementation of this Agreement or the Client's ability to maintain open positions and pay the Company's commission;

50.7. maintain sufficient margin amount necessary for open positions;

50.8. pay the commission of the Company in full;

50.9. regularly check reports on the history of transactions placed in the personal account and the Platform and, in case of discrepancies or errors, immediately notify the Company. After 48 hours from the moment of the operation and in the absence of notification of an error or discrepancy on the part of the Client, the operation shall be considered accepted by the Client;

50.10. The Client undertakes not to use electronic devices and software, with quotations other than company quotations, for the purpose of unfair manipulation of the period of time of quotation provision.

51. The Company has the right to:

51.3. postpone or reject the Client's request for return of the margin funds in the event that the Client has debt to the Company, has unclosed positions and withdrawing the amount of margin funds may lead to their forced closure, as well as in other cases stipulated by the legislation of the Republic of Belarus;

51.4. make changes to the functionality of the Platform, its configuration, content and interface;

51.5. suspend executing the operations initiated by Client hereunder by blocking the Client's account in the events stipulated by AML/CFT international standards, as well as in the events provided for by the laws of the Republic of Belarus. Blocking of the account implies closing of all the Client's positions by independently fixing underlying asset price, cancellation of the Client's orders issued, and prevention of issuing new orders;

51.6. if the Company has information that the Client initiates operations in violation of the present Agreement, sub-clause 50.10 hereof the Company shall be entitled to cancel such transaction and the result of it, given the Client does not provide other information denying the use of unfair practices listed in this clause. The Client shall be notified of the forced closing of such transaction by a message to the Client's e-mail address or by other means provided for in this Agreement;

51.7. perform the identification of the Client and the monitoring of the Client's operations in order to comply with the Law of the Republic of Belarus of June 30, 2014 No. 165-Z "On measures to prevent the legalization of income received from criminal activity, financing terrorist activities and financing the proliferation of weapons of mass destruction";

51.8. provide information on the Client, including its personal data, to the authorized bodies and entities/persons in the manner and procedure stipulated by the legislation of the Republic of Belarus.

51.9. Unilaterally terminate this Agreement at any time in the manner and in the cases provided for in Section XII of the Agreement.

52. The Client has the right to:

- 52.1. deposit margin funds (make deposits to its account) in accordance with the terms of this Agreement;
- 52.2. initiate the operations stipulated by this Agreement and the Terms and Conditions in the manner prescribed by these documents, as well as the Regulations for the submission, processing and execution of Clients' orders on fixing the price of the underlying asset;
- 52.3. receive reports on completed transactions in electronic form in accordance with the terms of this Agreement and the Terms and Conditions;
- 52.4. contact the Company with requests for information on its activities;
- 52.5. at any time unilaterally terminate this Agreement in the manner and in the cases provided for in Section XII of the Agreement.

X. The procedure and deadlines for submission to the Client of reports on completed transactions, expenses incurred by the client, income received by the Client

- 53. The Company shall provide the Client with reports on the history of the transactions performed in electronic form.
- 53.1. The reports on Transactions completed by the Client shall be submitted to the Client in the Platform and in the Personal Account on the Company's website upon the completion of the transactions.

XI. Responsibility of the Parties

- 54. The Company is responsible for:
 - 54.1. violation by the Company of the terms of the Agreement, which caused damage to the Client, in cases when such violation has not been caused by insuperable forces or technical malfunctions and is a direct result of the Company's actions;
 - 54.2. disclosure of confidential information about the Client in cases not provided for by the legislation of the Republic of Belarus, if this has resulted in financial or reputational damage to the Client and is a direct result of the Company's actions.
- 55. The Parties hereby agree that the Company is not responsible for:
 - 55.1 the losses incurred by the Client in the course of transactions, caused by an adverse change in the price of the underlying asset;
 - 55.2. the losses of the Client resulting from the forced closure of the open positions of the Client, including in the case of forced account blocking;
 - 55.3. the losses incurred by the Client as a result of a change in the conditions for performing transactions, including due to the need for changes in the Company's activities as a result of changes in the requirements of the legislation of the Republic of Belarus, in case of late acquaintance of the Client with such conditions;
 - 55.4. the Client's losses due to price slippage;
 - 55.5. lack of liquidity or unavailability of quotes of underlying assets at any time;
 - 55.6. the losses incurred by the Client if the account is used by third parties who have access to the Client's login and password in case of disclosure of this information by the Client or fraudulently obtained by third parties;
 - 55.7. delays in the transfer of funds by the Client to its account or in the withdrawal of funds that have arisen due to the fault of third parties or due to the indication of incorrect identification data and bank details.

XI. Force majeure circumstances

- 56. The Company and the Client shall not be liable for any losses and expenses of the parties, failure to perform or improper performance of this Agreement and the Terms and Conditions if they resulted from the occurrence of force majeure circumstances independent of the Parties (force majeure circumstances). Such circumstances may include natural disasters, epidemics, fires, civil unrest and riots, war and armed

conflicts, government orders, the introduction of an embargo, computer problems and other technical failures, the occurrence of which the parties can not affect.

57. In the event of a force majeure circumstances, the Company may take emergency measures to change the conditions for conducting transactions with non-deliverable OTC financial instruments, close the open positions of Clients, and temporarily suspend transactions initiated by Clients under this Agreement and the Terms and Conditions.

58. The Parties shall inform each other about the occurrence of a force majeure circumstances no later than 3 business days, with notification of the nature of the contingency that caused the failure or improper performance of obligations. Without giving this notice within a specified time, either party may hold the other party responsible for failure to perform or improper performance of obligations.

XII. Termination of the Agreement

59. This Agreement may be terminated by agreement of the Parties, or either Party may cancel the Agreement unilaterally, in the cases indicated below.

60. The Company has the right to unilaterally withdraw from the Agreement:

60.1. in case of exclusion by the National Bank of the Company from the Forex register;

60.2. in case of a change in the legislation of the Republic of Belarus, which makes it impossible to further implement this Agreement;

60.3. in case if the Client fails to fulfill the obligations stipulated by this Agreement;

60.4. in case if the Client fails to provide the information and documents necessary for the identification and/or verification procedure, or in case of provision of false and/or misleading information, or in case if the Company discover the facts or has reason to suppose that the Client initiates transactions with any illegal purpose, and in case if the Client participates in the legalization of criminal proceeds, the financing of terrorist activities or the proliferation of weapons of mass destruction;

60.5. in case the Client was or is a defendant in the investigation carried out by law enforcement and/or regulatory authorities.

60.6. where the Company receives a request from any payment service provider for the charge back of an amount from the Client's account balance by reasons beyond the control of the Company.

61. The Client has the right to unilaterally terminate the Agreement in case of disagreement with the changes made to the Agreement, subject to the fulfillment by the Client of all obligations to the Company.

62. The Party that has decided to withdraw from this Agreement shall notify the other Party in writing. Termination of the Agreement shall be carried out no later than 7 working days from the date of receipt of such notice by the second Party (provided that the Client has fulfilled all his obligations to the Company).

63. In case of withdrawal from this Agreement, the Client shall first close all positions and pay obligations to the Company.

64. Termination of the Agreement shall be performed after the Company's employees have processed the Client's application and the Client has settled all obligations to the Company. Notice of termination of the Agreement shall be sent to the Client to its email address.

XIII. Details of the Parties

The Company:

Fort Securities BLR LLC

Legal address: Address: Mayakovsky Street, 144, room 8, office 11, 220028, Minsk, Republic of Belarus

UNP (Taxpayer's Registration Number) 193075810

Email:

support@fortrade.by