

Fort Securities BLR ltd

Approved

CEO

Fort Securities BLR ltd



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Terms and Conditions of Operations with Non-Deliverable Over-the-Counter
Financial Instruments from July 25, 2018
(as amended of June 10, 2020)

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TERMS AND CONDITIONS OF OPERATIONS WITH NON-DELIVERABLE OVER-THE-COUNTER FINANCIAL INSTRUMENTS

I. General provisions

1. These Terms and Conditions of Operations with Non-Deliverable Over-the-Counter (OTC) Financial Instruments in LLC “Fort Securities BLR” (hereinafter – the “Terms and Conditions”) set forth the procedure for LLC “Fort Securities BLR” (hereinafter – the “Company”) to conduct operations with non-deliverable over-the-counter financial instruments.
2. The Company may amend these Terms and Conditions with the clients notified of such amendments not later than 10 calendar days before the amendments enter into force. Notification of the clients shall take place by posting respective information on the Company’s official website or as otherwise determined by the Agreement on Operations with Non-Deliverable Over-the-Counter Financial Instruments.
3. In respect of these Terms and Conditions the below terms shall have the following meanings:
 - 3.1. “Account” means special user account (unique code) made by the Company to the Client in the Platform and used for the Client’s margin security depositing, for reflecting operation performed by the Client, open positions, give orders of the underlying asset price fixing, as well as for other Client’s actions provided for by the Agreement.
 - 3.2. “Ask” means offer price, the lowest quotation in respect of which the Client may give an order of the underlying asset price fixing.
 - 3.3. “Underlying asset” means asset underlying the non-deliverable over-the-counter financial instrument and quotation difference of which is used to calculate the financial result of the operation performed. The underlying asset may be: foreign currency, precious metals, securities, oil, futures contracts, options, interest rates at the international capital market, and values of share indices (list of underlying assets is given in the Appendix 1 hereto).

- 3.4. “Bid” means demand price, the highest quotation in respect of which the Client may give an order of the underlying asset price fixing.
- 3.5. “Gap” means price gap. The price gap may occur as a result of a sharp price change in any direction both during the session when operations are performed due to important economic or political information and news and at the time of Forex over-the-counter market opening after weekends or holidays. Such change results in perceptible difference between the closing level of one period and opening level of the following one.
- 3.6. “Long position” means operation in which the client’s positive financial result is provided as a result of an increase of the underlying asset price.
- 3.7. “Client” means a natural person over 18 years old or a legal entity which entered into the Agreement with the Company by way of public offer acceptance.
- 3.8. “Short position” means operation in which the client’s positive financial result is provided as a result of the underlying asset price reduction.
- 3.9. “Quotation” means the underlying asset price as determined from time to time at which the Client may open or close position.
- 3.10. “Personal area” – the same as Electronic Service “Client Virtual Personal Area” (as defined in p 32.7 hereof).
- 3.11. “Server log file” means file in which the Company’s server records accurate to the second all the Client’s orders and requests as well as processing results of the same.
- 3.12. “Locked position” means long or short position of equal size opened by the Client for the same underlying asset.
- 3.13. “Lot” means scope of underlying asset in respect of which an operation may be performed. The minimum allowable lot size for an operation to be performed is 0.01; the maximum number of lots is 150.
- 3.14. “Margin security” means funds deposited by the Client to open and (or) support his open position.
- 3.15. “Leverage” means multiplier showing by how many times the size of the client’s open position may exceed the margin security size.
- 3.16. “Operation” – the same as non-deliverable over-the-counter financial instrument operation (as defined in p. 3.17 hereof).
- 3.17. “Non-deliverable over-the-counter financial instrument operation” means over-the-counter operation consisting of two parts – position opening and closure, providing for no rights and setting forth no obligations of the parties in the purchase (sale) of the underlying asset, but creating an obligation to pay (a right to be paid) the difference between the underlying

- asset price at the moment of position opening and the underlying asset price at the moment of position closure.
- 3.18. “Deferred order for underlying asset price fixing” means the Client’s order to the Company to fix the underlying asset price when the underlying asset reaches certain quotation.
 - 3.19. “Platform” means certified computer system using which the Client may give orders to the Company on the underlying asset price fixing, analyze over-the-counter market and receive information on Operations in the online mode.
 - 3.20. “Slippage” means formation of difference between the quotation expected by the Client at the time of giving the price fixing order and actual quotation by which the Client’s order is executed.
 - 3.21. “Point”, “pips” means quotation minimum change, quotation last figure.
 - 3.22. “Agreement on Operations with Non-Deliverable Over-the-counter Financial Instruments (Agreement)” means agreement entered into by the Client and the Company before starting the Operations to govern relations between the parties during performance of the Operations.
 - 3.23. “Spread” means difference between Ask and Bid of the underlying asset.
 - 3.24. “Margin Call level” means low level of margin security indicating the necessity to increase it by adding funds to the Client’s account to avoid reaching Stop Out level and close the opened positions by the Company by independent fixing of the underlying asset price. Margin call level is at 50% of the margin.
 - 3.25. “Stop Out level” means minimum value of margin security level upon reaching of which the Company closes the Client’s open positions by independent fixing of the underlying asset price due to insufficient margin security to support the opened positions. Stop Out level is at 20% of the margin.
 - 3.26. “Session” means part of the day when operations are allowed.
 - 3.27. “Electronic Service “Client Virtual Personal Area”” means the Client’s personal area at the Company’s official website with protected access which contains information on performed operations; makes it possible to conduct operations with the account and represents one of the communication channels with the Company.
 - 3.28. “Contract for Difference, CFD” means derivative financial instrument assuming that the Client and the Company will exchange the difference between the underlying asset values at position opening and closure.

II. List of underlying assets

4. List of underlying assets as well as non-deliverable over-the-counter financial instruments in respect of (the totality) which the Company performs operations is given in the Appendix 1 hereto and is posted on the Company's official website in the sections "Products", "Instrument Specifications", as well as in the Platform.

III. Procedure and sources for obtaining of information on quotations by the Company

5. The Company shall obtain information on the quotations from the liquidity provider – Fortrade Limited (registered address: 43-45 Dorset Street, London, W1U 7NA, United Kingdom; registration number 08619610, license number 609970) – by means of continuous data exchange with the liquidity provider.
6. The quotations in the Platform are based on market indicators and are shown in real time and are identical for all the Company's clients. The specified quotations are the best Ask and Bid prices offered by the Company.

IV. Types of remuneration to be paid to the Company for the performance of operations

7. For the operations performed by the Company the following types of remuneration may be paid by the Client:
 - 7.1. spread;
 - 7.2. swap;
 - 7.3. rollover commission;
 - 7.4. commission for maintaining inactive accounts with positive balance.
8. Remuneration shall be paid to the Company from the Client's margin security.
9. Remuneration that is not nominated in the Client's account currency shall be converted into the account currency at the exchange rate determined by the Company and available for review in the Platform (View/Symbols menu).

10. Spread shall be collected by the Company at the time of position opening by the Client.

Spread = (Ask on underlying asset) – (Bid on underlying asset)

Quotations on the underlying asset for the specified calculation shall be determined at the same point of time. Information on the spread type and size on each underlying asset shall be provided on the Company's website in the sections "Products", "Instrument Specifications", in the Platform, as well as stored on the Company's server, and is to be taken into account in determination of the financial result from the performed operation at the moment of position closure.

11. Swap shall be collected by the Company for transfer of the open position to the following operation day.

For operations with the underlying asset represented by foreign currency, precious metals, securities, oil, values of share indices:

Swap = (number of lots) x (number of days during which the position remained open) x (swap rate) x (point value).

Swap size, calculation method and day of swap accrual at triple rate depend on the type of the underlying asset in respect of which position is open shall be published on the Company's website in the section "Products" and are specified in the Platform for each underlying asset. If swap is negative, it shall be collected from the Client. If it is positive, it shall be directed by the Company to increase the Client's margin security. The process of transfer of the open position to the following operation day shall start at 23:59:59 of the time specified in the Platform. The Company shall collect swap at triple rate when transferring an open position to the following operation day takes place on the night of Wednesday to Thursday on the operations with the underlying asset represented by foreign currency, precious metals, oils, securities, as well as when transferring open position from Friday to Monday on the operations with CFD for share index futures and CFD for securities.

12. The Company shall collect commission for rollover on CFD (CFD for share index futures, CFD for precious metal futures, CFD for agricultural products futures, CFD for futures on oil and oil products) to the following validity period of futures contract.

Rollover commission = (new price of futures CFD – former price of futures CFD) * quantity.

13. The Company shall also collect commission for maintenance of inactive accounts with positive balance. An account is recognized as inactive when there are no operations during 180 days (no operations, addition of funds to and withdrawal from the account). The commission shall be written off from the account in the amount of 10 USD / 10 EUR / 10 GBP, depending on the account currency. For the accounts in Turkish lira: 10 USD in Turkish liras at the Turkish lira to USD rate in the Platform as of payment date. When zero balance is reached, the account shall be blocked for an unlimited period of time but may be renewed by the Client's request.
14. Alteration of remuneration size, introduction of new or cancellation of the current remuneration of the Company shall take place after posting respective alteration, introduction or cancellation information on the Company's website and only in respect of newly opened positions of the Client. In the event of changes in the remuneration calculation procedure, the Company shall amend the Terms and Conditions and notify the Client of amendment of the Terms and Conditions not later than 10 calendar days before the amendment enters into force by posting respective information on the Company's website.

V. Electronic Service "Client Virtual Personal Area" ("Personal area")

15. Personal area operation mode: 24/7.
16. Personal area is an online service making accounts accessible to the Client. Access to the Personal Area shall be provided upon registration of the Client on the Company's website. In the Personal Area the Client may open accounts; find information on the opened accounts; add and withdraw funds; keep account of actions on operations performed by the Client; find the Client's personal data and uploaded documents; find updated versions of the Company's documents regulating relations between the Company and the Client which the Client has read and (or) accepted; use internal message service where the Client may receive messages from the Company, as well as Platform load files for various devices. The Personal Area is tightly connected with the Platform but is an independent service providing no access to the performance of operations.
17. The Client shall specify the following in the registration form:
 - 17.1. its name and surname – for natural persons; abbreviated legal organizational form (in the field Name), company name (in the field Surname) – for legal entities;
 - 17.2. e-mail address (which will be used thereafter as one of means of communication of the Company with the Client);

- 17.3. mobile phone number;
 - 17.4. password (set personally by the Client).
18. After filling in the registration form the Client shall:
- 18.1. read and accept the terms and conditions of public offer for the Agreement conclusion;
 - 18.2. read and accept the terms and conditions of these Terms and Conditions, Regulations for giving, processing and execution of clients' orders to fix underlying asset price and Risk Warnings;
 - 18.3. read and accept the conditions of Privacy Policy;
 - 18.4. give consent to the use by the Company of the Client's personal data specified during registration in the Personal Area;
 - 18.5. mark the square before the words "I have read and agree to the Terms and Conditions of operations, privacy policy and confirm that I am over 18 years old".
19. By pressing "Register" the Client will be directed to the Personal Area. At the same time, the Client will receive to the e-mail specified during registration an electronic notice of successful registration requesting to confirm this e-mail address. By pressing "Confirm e-mail" in this letter, the Client will verify the e-mail address (confirm to the Company its presence and its belonging exactly to the Client). After registration the Client will have access to demo account.
20. In the personal area the Client is offered to upload the documents for verification. Until verification is completed the Client will have access to limited functionality of the Persona Area: opening only demo accounts and getting information on them, updated versions of the Company's internal documents read and (or) accepted by the Client, as well as load files of Platforms.
21. Information contained in the Personal Area is confidential and is not to be disclosed by the Company.
22. The Client confirms and agrees that the Company may disclose any information pertaining to the Client to the extent required by law of the Republic of Belarus.

23. The Client shall be responsible for password safety and prevention of the third persons from access to the Personal Area. All actions performed after authorized entry to the Personal Area shall be deemed performed on behalf of the Client.
24. The Client may get access to his Personal Area from the Company's website and manage it using e-mail and password specified during registration.
25. The Personal Area consists of the following sections:
 - 25.1. **Personal information.** The section contains the Client's name and surname, e-mail, numbers of accounts registered by the Client, menu of quick access for depositing funds, documents uploading, history of money operations and history of withdrawal of funds.
 - 25.2. **Margin security depositing.** In the case of successful verification, this section provides a means for money transfer to the account of the Company for further money crediting to the Client's account as margin security. In the case of failed verification, the Client will be offered to upload the documents necessary for verification as set out by law by the Republic of Belarus.
 - 25.3. **Document uploading.** This section is intended for uploading additional or missing documents to be processed by the Company.
 - 25.4. **History of operations.** Archive of the Client's operations.
 - 25.5. **Money operations.** This section contains history of deposits of funds to the account / withdrawals of funds from the account. It helps the Client track deposit and transfer dates as well as confirmed dates of requests for the funds withdrawal received by the Company.
 - 25.6. **Withdrawal of funds.** The section helps send a request for money withdrawal from the account by several ways, at the Client's choice.
 - 25.7. **Password change.** The section helps change password regularly for maximum safety.
 - 25.8. **Notices.** The section helps receive/send messages from/to the Company.
 - 25.9. **Exit.** Exit.
26. The following subsections are available in My Account tab:
 - Personal information;
 - Margin security depositing;
 - Document uploading;

- History of operations;
- Money operations;
- Withdrawal of funds;
- Password change;
- Notices;
- Exit from account / personal area.

In the Personal Area sections and subsections the Client may perform the following actions during performance of the operation initiated by him; in which case the Company will also perform respective actions:

	Actions by the Client	Actions by the Company
28.1.	In “Personal Information” subsection, in addition to the main information browsing, the Client may use function of quick access to such tools as: “Deposit Funds”, “Upload Documents”, and “Withdraw Funds”.	
28.2.	In “Deposit Funds” subsection the Client may deposit margin security by transfer of funds with the help of one of the below tools: <ul style="list-style-type: none"> - Bank payment card (to deposit margin security with the help of bank card the Client must choose the card type (VISA, MasterCard), enter the card number, validity period in mm-yy format, name and surname of the card holder, CVV code (on the reverse of the card), credit card issuing country and select currency and amount to be deposited); - Internet payment system (to deposit margin security via payment system the Client must enter identification data, currency and amount of margin security; 	<p>The Company shall verify money inflows from payment cards by establishing that the card belongs to the Client. Following which the amount received will be reflected in the Client’s Personal Area and the Platform;</p> <p>The Company shall verify money inflows from payment systems, following which the amount received will be reflected in the Client’s Personal Area and the Platform;</p>

	<p>- Depositing margin security by bank transfer (to deposit margin security by bank transfer the Client must use payment details given in the Personal Area in the respective tab, enter the details required for depositing, as well as fill in the purpose of payment as required by this tab in the Personal Area).</p>	<p>The Company shall identify the funds sender, following which the amount received will be reflected in the Client's Personal Area and the Platform.</p>
28.3.	<p>In "Upload Document" subsection the Client may upload the necessary documents by "dragging" the needed file or by choosing the file path on personal computer.</p>	<p>The Company shall verify the document for compliance (readable text, viewable image, document necessity and relevance). After verification completion the Company will upload the document to the Company's system.</p>
28.4.	<p>In "History of Operations" section the Client may browse:</p> <ul style="list-style-type: none"> - history of operations for a certain date (the Client must choose month, year and day of operation and press "Send" to upload the report); - history of operations for a certain period (for starting point the Client must choose month, year and day of operation, then choose month, day and year of the requested period and press "Send" to upload the report). 	<p>After all the necessary actions performed by the Client, the Company will offload the history of operations to the Client's Personal Area.</p>

28.5.	<p>In “Money Operations” section the Client may browse:</p> <ul style="list-style-type: none"> - history of depositing / withdrawal of funds for a certain date (the Client must choose month, year and day of operation and press “Send” to upload the report); - history of depositing / withdrawal of funds for a certain period (for starting point the Client must choose month, year and day of operation, then choose month, day and year of the requested period and press “Send” to upload the report). 	<p>After all the necessary actions performed by the Client, the Company will offload the history of operations to the Client’s Personal Area.</p>
28.6.	<p>In "Withdraw Funds” subsection the Client may initiate request for withdrawal by:</p> <ul style="list-style-type: none"> - entry of information in the Personal Area (at withdrawal to bank payment card, via payment system (the Client must choose account from which the funds will be withdrawn, type of withdrawal depending on the instrument (credit card / bank payment card, payment system), amount, withdrawal currency, comment); 	<p>The Company will process the request and perform the withdrawal funds.</p>

	- filling in a special form for funds withdrawal to the bank account (this form can be found in "Withdraw Funds" subsection; to withdraw funds the Client shall download the form, fill in respective fields and upload via Personal Area in "Upload Documents" subsection.	
28.7.	In "Change Password" subsection the Client may change his password. To change password the Client must enter the current password, then enter a new one and repeat the new password and press "Update"	Password will change automatically.
28.8.	In "Log Out" section the Client logs out of his Personal Area.	Log out is automatic.

VI. Means of communication for work with Client orders

27. The initiation of operations and processing of Client orders occurs automatically in the Platform immediately after the implementation of the necessary actions by the Client.
28. The order is considered executed after the appearance of the corresponding record in the log file of the Company's server.
29. The Company can record telephone conversations with Clients with prior notice to Clients about it and, if necessary, use these records as evidence when resolving disputable situations.
30. Data on the Client's orders and reporting on the results of operations are stored on the Company's server for not less than two years from the date of execution by the parties of all obligations under the Agreement. The Company is obliged to take all necessary measures to preserve this information.
31. Communication between the Client and the Company on all other matters can be performed by any of the following types of communication (contact details of the Company are published and updated in case of change on the Company's website www.fortrade.by):
 - 31.1. e-mail support@fortrade.by;

- 31.2. notification service in the Persona Area;
- 31.3. regular mail;
- 31.4. internet-messengers; 31.5. telephone communication.

VII. Informing Clients

- 32. The Company shall inform its Clients about the actions taken, which may affect the interests of Clients, in the following order:
 - 32.1. in case of amendments to these Terms and Conditions, the Agreement, the Regulations for giving, processing and execution of client orders on the underlying asset price fixing and when changing the conditions for creating, maintaining and closing the Personal area – by posting relevant information on the Company's website no later than 10 days before such changes take effect. Additionally, the Client can be notified of amendments by other means of communication available to the Company;
 - 32.2. in case of suspension of operations initiated by the Client or closure of the Account for reasons provided for in the Agreement and these Terms and Conditions – by sending a message via e-mail and (or) sending a notification in the Personal area;
 - 32.3. when changing the conditions of maintenance for the selected Account type, blocking the Account, changing the requirements for margin security, leverage – by sending a message via e-mail and (or) sending a notification in the Personal area;
 - 32.4. by displaying information in the Platform – when the Company forcibly closes an open position of a Client, when changing parameters in the process of performing a specific operation (balance, margin security, free margin security, margin security level, profit or loss and etc.) as well as when changing indicators for each underlying asset (spread, swap, methods of calculation of the financial result and etc.).
- 33. For communication with the Client, the Company uses the Client's contact information specified during registration and contained in the Personal area. If necessary, the Client shall update its data by means of available types of communication with the Company with an indication of data that needs to be changed.
- 34. The Company is not responsible for non-receipt of information from the Company by the Client (documents, notifications, confirmations, announcements, reports, etc.)

if the Client's Personal area contains irrelevant contact information and the Company has not been promptly notified by the Client of the change of contact details.

35. Any information sent to the Client by the Company using the data provided by the Client is deemed to be received by the Client:
- 35.1. in an hour after sending the message via e-mail;
 - 35.2. immediately after posting the notice in the Personal area;
 - 35.3. after 7 calendar days from the date of receiving the mail;
 - 35.4. immediately after a telephone conversation with the Client;
 - 35.5. immediately after sending a message to the Client in the Internet-messenger.
36. The Company may also additionally use the official website to inform Clients. Correspondence sent to the contact information indicated by the Client and additional posting of information on the Company's website are appropriate written notices.

VIII. The procedure for concluding an agreement on operations with nondeliverable over-the-counter financial instruments

37. The Agreement is a contract between the Client and the Company, which is concluded by the Client accepting the terms of the Agreement posted on the official website of the Company (public offer acceptance).
38. The Agreement is deemed to be concluded when during registration the Client has read the Public Offer for the conclusion of the Agreement and confirms acceptance of its conditions by checking the appropriate box in the registration form.
39. For identification during registration in accordance with the current law of the Republic of Belarus:
- 39.1. A natural person Client shall provide:
 - an identity document issued by the authorized body of the state of citizenship or permanent residence of the Client;
 - a document confirming the address of registration (residence) of the Client.
 - 39.2. For the identification of natural persons being individual entrepreneurs, the following documents are also provided:

- a certificate of registration of an individual entrepreneur;
- an identity document of the person who performs accounting management (copies of pages containing personal data (surname, first name, patronymic (if any)); citizenship; date and place of birth; details of the identification document) and a note of residence), in the presence of this person, or a certified copy of the contract for accounting services in the case when the accounting is performed by a third-party legal entity/natural person.

39.3. A legal entity Client shall provide originals of the following documents:

- certificate of registration;
- charter with all changes and additions;
- a certified extract from the decision of the general meeting on the election (appointment) of the director;
- the decision on appointment of the director;
- an identity document of the director (copies of pages containing personal data (surname, first name, patronymic (if any)); citizenship; date and place of birth; details of the identity document) and details on place of residence), if the director solely represents the interests of the legal entity;
- an identity document of the person who is in charge of accounting (copies of pages containing personal data (surname, first name, patronymic (if any)); nationality; date and place of birth; details of the identity document) and the place of residence) or a certified copy of the contract for accounting services in the case when accounting is performed by a third-party legal/natural person;
- information about beneficial owners, if any (in a separate list);
- a premises lease agreement (or a certificate of registration of ownership, if any) in relation to the location of the legal entity;
- a questionnaire, which is signed by the director, in the form provided by the Company.

39.4. In the case of a trustee acting on behalf of the Client, in order to register and identify the Client, the trustee must provide a notarized authorization to represent the Client's interests, as well as an identity document.

40. Documents can also be sent as electronic copies to the Company's address or uploaded in the Personal area.
41. To complete the remote identification procedure, the Clients being natural persons additionally need to send a photo image, which shows the Client with a document proving his identity, opened on pages containing personal data and information about the place of residence. If the place of residence specified in the identity document differs from the actual place of residence, copies of documents confirming the fact of residence at the specified address (residential rental agreement, utility bills, etc.) shall be provided. The Client sends these photo images from the email address specified in the electronic registration form to the Company's email address.
42. It is also possible to carry out remote identification by means of the Web-ID procedure (remote identification by establishing video communication with the Client). In the process of such identification, the Client must hold an identity document in front of the webcam in order to confirm the accuracy of the information provided earlier and to compare the Client's face with the photo placed in the identity document. The time of the video call must be agreed in advance with the Company by phone or e-mail.
43. In case of making changes to the documents provided by the Client in accordance with these Terms and Conditions and the Agreement, the Client must inform the Company of such changes within 2 days from the date of occurrence of the relevant circumstances. A few days before the expiry of the validity of the document, the Client is notified of the need to provide a new document. If the Client does not update the documents within 10 calendar days after the expiration of the document, the Company's employees send an additional notification to the Client or contact by phone. If documents are not submitted after 10 calendar days, all Client accounts are blocked until the expired documents are updated. The Company has the right to request additional documents for the identification procedure.
44. If the Client wishes to be assigned to a category other than the category "Client" (for more details, see Section XII), it is necessary for the Client to provide additional documents listed in clause 74 or clause 76-77 of the Terms and Conditions.

IX. Operation procedure. Execution of orders on fixing the price of the underlying asset at the best conditions for the Client

45. In order to conduct operations on the OTC Forex market, clients need to carry out the following actions:

- 45.1. visit the official website of the Company and register in accordance with the instructions and these Terms and Conditions;
 - 45.2. read and accept the terms of the Agreement and these Terms and Conditions, the Privacy Policy, and conclude an Agreement with the Company;
 - 45.3. pass the procedure of identification and verification (provide the requested documents, in accordance with paragraph 38 of the Terms and Conditions);
 - 45.4. the Account can be opened at the discretion of the Client in US dollars, Euros, Pounds Sterling and Turkish Liras. After activating the account, the Client will receive account data to log into the Platform;
 - 45.5. install the Platform, links to which are located on the official web page of the Company and in the Personal Account.
46. The operation takes place after the steps listed in the above paragraphs are performed, and the Company receives an order from the Client to fix the price of the underlying asset.
47. The processing of the Client's order for fixing the price of the underlying asset goes through the following steps:
- 47.1. the Client's order enters the Company from the Platform and undergoes review. Invalid orders are rejected and remain without execution; the correct order comes from the Company's server to the liquidity provider in order to get the best quotation available at the moment;
 - 47.2. the Client's order with the received quotation from the liquidity provider enters the Platform in the regular order according to the time of receipt;
 - 47.3. the Client's order is executed and displayed in the Platform.
48. The Company takes all possible measures to execute orders on fixing the price of the underlying asset at the best conditions for the Client, which include execution of the order at the best price offered from the liquidity provider, transparency in the Company's remuneration, established by these Terms and Conditions.
49. All operations are carried out on behalf of and at the discretion of the Client. The Company does not provide trust management services and does not give advice on the performance of operations.

50. Any information provided by the Company through the Platform or the official website is provided solely for the purpose of enabling Clients to make their own decisions, and should not be construed as a recommendation for operations.
51. Analytical materials, news, market reviews and other information posted on the official website of the Company and in the Platform are for informational purposes only and cannot be taken as advice or recommendations on the implementation of operations. This information can be edited depending on the events occurring in the market without prior notification of the Client. Information placed by the Company cannot cause financial losses incurred by the Client, since any Client who acts based on any such information does so under his personal responsibility.
52. When making an operation, a price slippage may occur. Price slippage occurs during periods of lack of liquidity or during high volatility of the price of the underlying asset (for example, due to the release of news, the onset of important economic events, etc.) when it is impossible to execute an order to fix the price of the underlying asset at the specified quote. Price slippage is also possible when executing pending orders. In case of price slippage, the Company executes the Client's order at the next best available quote.
53. The Company undertakes to take the necessary measures to ensure the sustainability and smooth operation of all stages of the operation, as well as to ensure the protection of information in the process of execution of operations. These measures are provided by using reliable and up-to-date equipment, recording and storing all information about the operations performed on the Company's server and its duplication on the standby server, using technical means for organizing an uninterrupted power supply system for the equipment, organizing a secure connection of the Company's server to the Client's platform, transferring information in encrypted form using SSL protocol that guarantees maximum privacy and security.
54. In order to obtain the necessary information for performing operations, the Client can use the support service or contact the Company's service manager at the time specified in these Terms and Conditions.

X. Margin calls.

55. For taking a position, the Client must have funds, which is called marginal security.
56. When taking a position, part of the margin security is blocked in the amount set by the margin requirements specified on the Company's website in the "Products"

section, “Instrument Specifications”. If the required margin security is not available on the Client’s account, the position shall not be executed.

57. The total margin security for each Account is calculated as the total amount of margin security requirements for all open positions.
58. Margin security, expressed in the currency of the underlying asset that is different from the currency of the Account, is converted into the currency of the Account in accordance with the conversion rate when entering a position.
59. The Company has the right to change the level of margin requirements, including for already open positions.
60. Upon reaching the margin security of the Client at the “Margin Call” level, the Client is notified at the Platform about the need to replenish the Account in order to maintain open positions.
61. When marginal security reaches the Stop Out level, the Company has the right to fully or partially close open positions by self-fixing the price of the underlying asset.
62. The size of the maximum Leverage is determined in the Agreement on the performance of operations.

XI. Cancellation of Customer initiated operations

63. Cancellation by the Client of an order for fixing the price of the underlying asset is allowed only while the order is in the queue for execution on the Company's server.
64. Change or cancellation of the order for fixing the price of the underlying asset, which is accepted for execution, equally as the valid orders for fixing the price of the underlying asset, as well as deferred orders for fixing the price of the underlying asset, if the quote has reached its level of performance, is not allowed.
65. Any pending order on fixing the price of the underlying asset can be changed or canceled by the Client if such an order has not become active (the quotation of the underlying asset has not reached the level of its execution).
66. The accepted deferred orders on fixing the price of the underlying asset are valid indefinitely, if the expiration time is not set upon them, and they are not canceled by the Client or closed due to insufficient margin security.
67. The Company can close the open positions of the Client by self-fixing the price of the underlying asset without the consent and prior notification of the Client if the

margin level was lower than the minimum value set by the Company (“Stop Out” level). The Company closes an open position automatically by creating a corresponding administrative order on the server to fix the price of the underlying asset. A position is closed at the current quotes indicated in the operation terminal. If at the time of reaching of the “Stop Out” margin level, the Client opened several positions, then they are closed in order, starting from the position with the largest negative difference. Closing of positions is terminated when these actions led to an increase in the amount of unused margin support above the Stop Out level.

68. In order to avoid reaching the “Margin Call” level and the “Stop Out” level, the Client must maintain a sufficient level of margin security in its account.
69. The Company also has the right to close open positions of the Client in the following cases:
 - 69.1. in the event of a change in the list of underlying assets, if the Client has opened a position to perform operations with underlying assets that the Company ceases to provide, the position is closed at the last quote broadcast in the Platform at the time of closing;
 - 69.2. if the position was opened by the Client at non-market conditions as a result of a technical failure, such an operation should be closed, and as an alternative such an operation can be corrected. Canceling a operation means restoring the account to the state before the moment of this operation;
 - 69.3. when it is impossible to maintain an open position as a result of a change in legislation or when other reasons beyond the Company's control arise for closing a position;
 - 69.4. in cases of denial of service to the Client in accordance with the legislation of the Republic of Belarus or in cases provided for by the Agreement.

XII. Categories of Clients

70. Each Client at the time of the conclusion of the Agreement should be assigned to one of the following categories.
71. The “Professional Client” is a legal entity that meets one of the following criteria:
 - 71.1. a legal entity, a resident of the Republic of Belarus is included in the register of forex companies and (or) has a special permit (license) to carry

out banking activities, professional and exchange activities in securities or insurance activities;

71.2. a legal entity, a non-resident of the Republic of Belarus has a special permit (license) to carry out activities in the OTC Forex market, banking or other financial activities;

71.3. a legal entity with revenue from sales of products, foreign currencies, goods, works, services, net of taxes and fees calculated from it, for the last reporting year is at least 4 million basic values;

71.4. a legal entity with balance sheet total at the end of the last reporting year making up at least 2 million basic values;

71.5. a legal entity with equity capital at the end of the last reporting year making up at least 200 thousand base units.

72. In order to be classified as the “Professional Client”, the Client must provide the Company with a free-form application signed by the director of the legal entity with copies of the documents confirming compliance with one of the specified criteria (the copies are certified by the signature of the director and sealed by the legal entity, if available), namely:

72.1. for legal entities referred to in paragraph 71.1 of the Terms and Conditions:

- a copy of the certificate of registration in the register of forex companies (the document is provided quarterly no later than the tenth day of the month following the reporting quarter), or
- a copy of the banking license (the document is provided quarterly no later than the tenth day of the month following the reporting quarter), or
- a copy of a special permit (license) to carry out professional and exchange activities with securities (the document is provided quarterly no later than the tenth day of the month following the reporting quarter), or
- a copy of a special permit (license) for carrying out insurance activities (the document is provided quarterly no later than the tenth day of the month following the reporting quarter);

- 72.2. legal entities referred to in paragraph 71.2 of the Terms and Conditions - a copy of a special permit (license) to carry out activities on the OTC Forex market, banking or other financial activities, which is to be notarized, legalized, translated into Belarusian or Russian with a translator's note confirming the authenticity translation and notarial certificate verifying the translator's signature (the document is provided quarterly no later than the tenth day of the first month following the reporting quarter). In the event of changes (withdrawal or imposition of restrictions) in special permits (licenses), the Client informs the Company about this within two days from the date of occurrence of the relevant circumstances.
- 72.3. legal entities referred to in paragraphs 71.3-71.5 of the Terms and Conditions:
- the accounting form "Profit and Loss Report", according to Appendix 2 to the Decree of the Ministry of Finance of the Republic of Belarus of October 31, 2011 No. 111, for the last reporting year (the document is submitted annually no later than April 5 of the year following the reporting year);
 - or the accounting form "Accounting Balance" in accordance with Appendix 1 to Decree No. 111 of the Ministry of Finance of the Republic of Belarus of October 31, 2011, for the last reporting year (the document is submitted annually no later than April 5 of the year following the reporting year).

73. The “Qualified Client” is a natural or legal entity that meets one of the following criteria:
- 73.1. the Client performed at least 10 operations for a total amount exceeding 10 thousand base units in each of the last 4 quarters;
 - 73.2. the amount of long-term and short-term financial investments of the Client, including cash, for the first day of the current month exceeds 10 thousand basic values.
74. In order to be classified as the “Qualified Client”, the Client must submit to the Company an application in free form, signed (signed by the director of the legal entity) with the provision of documents confirming compliance with one of the specified criteria, namely:
- 74.1. report on the number and volume of operations performed in the last 4 quarters in the form of an extract from the Client’s account (s) certified by a relevant legal entity entitled to carry out activities related to operations initiated by individuals and legal entities with non-deliverable OTC financial instruments (activities on the OTC market) (the document is provided quarterly no later than the tenth day of the month following the reporting quarter), or
 - 74.2. bank statements (certificates, registers), which contain information about the amount of financial investments, including cash of the Client. The documents must be certified by the official’s signature and seal (if any) of the legal entity in which the financial investments are placed, including the funds of the Client (the document is submitted monthly no later than the tenth day of the month following the reporting month).
75. Legal entities categorized as the “Qualified Client” also monthly provide an accounting form “Profit and Loss Statement” according to Appendix 2 to Decree of the Ministry of Finance of the Republic of Belarus of October 31, 2011 No. 111 on the first day of the current month.
76. The “Client” is an individual or legal entity that for the first time entered into an Agreement with the Company and does not meet the criteria necessary for classification as the “Professional Client” and “Qualified client”, as well as the Clients who meet the criteria contained in clauses 71 or 73, but indicating, prior to the initiation of the operation, the intention to be categorized the "Client".
77. The Client classified as the “Professional Client” or “Qualified Client” may be transferred by the Company to the category “Client” if the Client fails to

comply with the requirements set forth in clauses 71-72 or 73-75 of the Terms and Conditions respectively with the mandatory written notification of the Client at least 10 days before the occurrence of this event.

XIII. Working hours

78. The Company's working hours are Monday-Friday from 9:00 to 18:00 (except for holidays that are declared days off in the Republic of Belarus and turn to be a weekday).
79. Access to the Account and the Platform is provided around the clock, seven days a week.
80. The Session time for performing operations on instruments is indicated in the Platform, as well as on the Company's website in the "Products" section, "Instrument specifications".

XIV. Order of voluntary pre-trial settlement of disputes arising from executing Agreements

81. All disputes arising from the execution of the Agreement between the Company and the Client are resolved through negotiations or by the client making a complaint to the Company. The claim may be sent as an e-mail message, executed in writing and sent in the original to the Company's office or sent as a graphic image at: support@fortrade.by. If the complaint was sent by e-mail, an employee of the Company acknowledges its receipt. If it is necessary to clarify some details, employees may contact the Client for clarification. The written claim is subject to commission within 30 calendar days from the moment of its receipt. The moment of receipt of the claim is a confirmation of the Company's employee, sent by e-mail, or a note about the initiation of the claim in case of a personal filing of the claim.
82. The pretrial dispute settlement procedure is recognized as compulsory.
83. If there is no agreement between the Parties, disputes are considered in court at the location of the Company in accordance with the legislation of the Republic of Belarus.

Appendix 1 to the Terms and Conditions of Operations with Non-Deliverable Overthe-counter Financial Instruments

List of underlying assets

1. Foreign currency:

AUD – Australian dollar, USD – US dollar, JPY – Japanese yen, GBP – pound sterling, CHF – Swiss franc, NZD – New Zealand dollar, CAD – Canadian dollar, DKK – Danish krone, TRY – Turkish lira, SGD – Singapore dollar, HUF – Hungary forint, ILS – new Israel shekel, NOK – Norwegian krone, PLN – zloty, SEK – Swedish krone, ZAR – rand, CNH – Chinese Yuan, HKD – Hong Kong dollar, MXN – Mexican peso, RUB – Russian ruble, HRK – Croatian kuna.

2. Precious metals:

GOLD – gold, GAU – gold, SILVER – silver, PALLADIUM – palladium, PLATINUM - platinum.

3. Securities:

- Belgium market – ABI.BR;
- Germany market – ADS.DE, ALV.DE, BAS.DE, BAYN.DE, BMW.DE, CBK.DE, DAI.DE, DBK.DE, DPW.DE, DTE.DE, EOAN.DE, LHA.DE, RWE.DE, SAP.DE, SIE.DE, VOW3.DE;
- Spain market – BBVA.MC, SAN.MC, BKIA.MC, ENG.MC, ELE.MC, GAM.MC, GAS.MC, IBE.MC, ITX.MC, REP.MC, TEF.MC;
- Finland market – NOKIA.HE;
- France market – AF.PA, AIR.PA, CS.PA, BNP.PA, CA.PA, BN.PA, UG.PA, SAF.PA, SU.PA, GLE.PA, VK.PA;
- Hong Kong market – XIAOMI;
- Italy market – G.MI, ENI.MI, FCA.MI, ISP.MI, SPM.MI, TEN.MI, UBI.MI;
- The Netherlands market – ASML.AS, PHIA.AS, UNA.AS;

- Norway market – TEL.OL;
- Portugal market – GALP.LS;
- Sweden market – NDA-SEK.ST, SEB-A.ST;
- Great Britain market – ILL.L, ADM.L, AAL.L, ANTO.L, AHT.L, ABF.L, AZN.L, AV.L, BAB.L, BAL, BARC.L, BDEV.L, BP.L, BATS.L, BLND.L, BT.A.L, BNZL.L, BRBY.L, CPI.L, CCL.L, CNA.L, CPG.L, DGE.L, EZJ.L, EXPN.L, FRES.L, GSK.L, GLEN.L, HMSO.L, HL.L, HSBA.L, IMB.L, INF.L, IHG.L, IAG.L, ITRK.L, INTU.L, ITV.L, JMAT.L, KGFL, LAND.L, LGEN.L, LLOY.L, LSE.L, MKS.L, MNDIL, MRW.L, NG.L, NXT.L, PSON.L, PSN.L, PRU.L, RB.L, RIO.L, RR.L, RBS.L, RDSA.L, RSA.L, SGE.L, SBRY.L, SDR.L, SVT.L, SKY.L, SN.L, SMIN.L, SSE.L, STAN.L, SL.L, TSCO.L, TPK.L, ULVR.L, UU.L, VOD.L, WTB.L, WPP.L;
- USA market – ALIBABA, ALTAB, AMAZON, AMD, AMERICAN_A, AMERICAN_E, APPLE, AT&T, AURORA, BOA, BAIDU, BERKSHIRE, BOEING, CGC, CAT, CHEVRON, CISCO, CITIGROUP, COCA-COLA, CRONOS, DISNEY, DROPBOX, EXXONMOBIL, FACEBOOK, FERRARI, FIREEYE, GE, GM, GS, GOOGLE, GPRO, GROUPON, GWPH, HP, IBM, INTEL, JNJ, JP_MORGAN, MCDONALDS, MICROSOFT, MORGAN_STA, NFLX, NTDOY, NVDA, PAYPAL, PFIZER, PG, RACE, ROYAL_CARB, SINA, SNAPCHAT, SOGO, SPOTIFY, TSLA, TEVA, TLRY, TWITTER, VRX, VERIZON, VISA, WAL_MART, YANDEX, ZYNGA, LASVEGAS;
- USA bonds – 5Y_T-NOTES (5 YEAR US T-NOTES), 10Y_T-NOTES (10YEAR US T-NOTES), 30Y_T-BOND (30 YEAR US T-BOND).

4. Futures contracts:

- oil – CRUDEOIL (oil grade LIGHT SWEET), BRENT_OIL (oil grade BRENT);
- agricultural products – CORN (corn), WHEAT (wheat), SOYBEAN (soybean), SUGAR#11 (sugar), COTTON#2 (cotton);
- natural gas – NATURAL_GAS;
- gasoline – GASOLINE;
- heating oil – HEATING_OIL;

- copper – COPPER;
- Ultra Pro QQQ NASDAQ SHORT x 3 – SQQQ;
- Ultra Pro QQQ NASDAQ LONG x 3 – TQQQ.

5. Values of share indices:

AUS200 (Australia 200 Index), CHINA50 (China 50 Index), EUR50 (Europe 50 Index), FRA40 (France 40 Index), GER30 (Germany 30 Index), HK50 (Hong Kong 50 Index), ITA40 (Italy 40 Index), JPN225 (Japan 225 Index), NL25 (Netherlands 2 Index), ESP35 (Spain 35 Index), SWI20 (Swiss 20), UK100 (UK 100 Index), USA30 (USA 30 Index), USA100 (USA 100 Index), USA500 (USA 500 Index), USA2000 (USA 2000 Index), DOLLAR_INDIX (US Dollar Index, CAD60 (Canada Stock Exchange 60).