

# Client Agreement

Mobius Universe Ltd., Hereinafter referred to as the Company, on the one hand, and an individual or legal entity, hereinafter referred to as the Client, on the other hand, have entered into this contract as follows.

## 1. Introduction

- 1.1 This contract is an agreement of the parties, according to which the parties accept the trading rules established under this contract, and the rules by which the following occurs: submission of orders by the Client, their execution and logging, authorization of the Client on the server and settlement rules between the parties to the agreement. The risk notice is contained in a separate document and is an integral part of the contract. This agreement also applies to accounts opened under the partnership, investment program, as well as for managers' accounts, in addition to a specialized agreement.
- 1.2 The Contract and the Risk Notice must be carefully read by the Client, as they define all the conditions under which the Client performs trading operations.
- 1.3 The place of signature of this Agreement is the registered office of the company at New York, NY 10038, CША, 160-180 Water St, off 3416. This client agreement and its execution are governed by law and under the jurisdiction of USA.
- 1.4 The Contract comes into force if the Client completes the registration form for opening a real account on the Company's official website [www.forexstart.org](http://www.forexstart.org)
- 1.5 Upon fulfillment of these conditions, any trading and non-trading operation performed by the Client becomes the subject of this agreement and the Risk Disclosure Statement.
- 1.6 As per the rules of the spot market, the company will not support the physical delivery of currency or underlying assets based on CFDs in the settlement of any trade.
- 1.7 Trading conditions are posted on the website [www.forexstart.org](http://www.forexstart.org) in the section "Trading Conditions" and can be changed by the Company unilaterally.
- 1.8 The Company has the right to unilaterally change the current agreement by announcing the change in the terms of the agreement on the forum and / or on the Company's website in the "News" section. Also, information about the change can be posted on the official blog of the Company. Any claims of the Client about ignorance of changes in conditions are not accepted.
- 1.9 The maximum number of open and referral orders on real accounts can be 200.
- 1.10 The maximum number of open and pending orders on real accounts is 200.
- 1.11 The Company reserves the right, for technical reasons, to summarize orders and replace them in the account history with a total replenishment. In this case, the company undertakes to display the full history of account replenishment and all orders for at least one year from the current date.
- 1.12 The client at any time has the opportunity to get the history of transactions through the client terminal Mobius Trader 7. The client acknowledges that the statement of transactions through the terminal Mobius Trader 7 is the only and sufficient proof of his trade.
- 1.13 You certify that you are over 18 years old at the time of signing the contract
- 1.14 The client understands that the information is considered received, despite the fact that the client himself may not have time to get acquainted with it.
- 1.15 The Client is responsible for any changes in his contact e-mail address, mobile phone and other data, in case of any changes he must bring this information to the Company.
- 1.16 Any information transmitted electronically is considered correct if the client does not dispute the correctness of this information within 24 hours.

1.17 The User is prohibited from using the Site and / or the System for any unlawful purpose, including but not limited to: laundering of proceeds from crime, financing terrorism, carrying out extremist activities.

1.18 When executing Transactions, the User is obliged to go through the identification procedure established by the System or third parties (payment aggregators, credit and other organizations), and to comply with other requirements of the legislation of the host country, the country where the payment aggregators are located and the country where the Company is located in the field of combating money laundering (legalization) of income obtained by criminal means.

1.19 Clause 2 defines the terms used in this contract

## 2. Terms and Interpretation

**Account history** means the list of completed transactions and non-trading operations on a particular trading account.

**Ask** means the higher price in a quote. The Client may buy currency at this price.

**Balance** means the total financial result of all completed transactions and deposit/withdrawal operations on the trading account.

**Base currency** means the first currency in the currency pair, against which the Client buys or sells the quoted currency.

**Bid** means the lower price in a quote. This is the price at which the Client may sell. **Client** means an individual or a company that makes conversion arbitrage deals with the Company, according to quotations provided by the Company.

**Client terminal** means the program Mobius Trader 7. It is used by the Client to obtain information on financial markets in real time (in the volume defined by the Company), to perform technical analysis, make transactions, place/modify/delete orders and receive notices from the Company.

**Client's log file** is the file created by the client terminal, which records all inquiries and instructions sent by the Client to the Dealer.

**Contract for currencies** refers to currency pairs that are available for trading. **Company** represents the legal entity Mobius Universe Ltd. It supports trade execution and all necessary settlements with the Client in accordance with this Agreement.

**Completed transaction** indicates two deals of the same size in different directions (open a position, close a position), meaning to buy in order to sell or sell in order to buy. **Contract specification** means the principal trading terms (spread, lot size, minimum position volume, initial margin, margin for locked positions etc.) for each instrument.

**Conversion arbitrage deal** means a deal between the Company and the Client for buying or selling the contract for currencies. It means that there should be made at least two opposite deals on buying and selling the contract in equal volume.

**Currency pair** means the object of a transaction, based on the change in value of one currency relative to another.

**Dealer** means a competent employee of the company, with which the Client has agreements about the legal basis of trading transactions in terms of margin trading.

**Equity** means the current composition of the trading account. The formula by which to calculate equity is: Balance + Floating + Swap. This is the amount on the Client's account minus the current loss plus the current profit on open positions.

**Floating profit/loss** means non-fixed profit/loss on open positions at current market prices.

**Force-majeure circumstances** refers to conditions that can neither be predicted nor prevented. Examples of such circumstances are acts of God, wars, terrorist acts, government actions, actions of legislative and executive authorities, hacker attacks and other unlawful acts directed against the servers.

**Free margin** means funds on the trading account that may be used to open a position. The formula by which to calculate the free margin is:  $\text{Free Margin} = \text{Equity} - \text{Margin}$ .

**Initial margin** means the cash security demanded by the Company in order to be able to open the position.

**Instant execution** refers to any instance in which quotations are provided to the Client without inquiry. The Client can see the Dealer's flow of quotations in real time and can send an instruction to make a deal at any moment.

**Instruction** means the Client's order to the Company to open/close a position or to place/modify/delete an order.

**Instrument (Symbol)** Any asset that you can purchase. Currency pairs also fall under this definition. In this case, you buy one currency for another.

**Leverage** means the relationship between the collateral and the volume of the trading transaction, i.e. 1:1, 1:5, 1:10, 1:20, 1:40, 1:50, 1:100, 1:200. The leverage 1:200 means that in order to make a deal one needs to have in his or her account an amount that is 1/200<sup>th</sup> that of the transaction amount.

**Locked positions** refers to long and short positions of the same size opened on a trading account for the same instrument.

**Lot** means the unit of transaction value.

**Lot size** means the number of base currency in one lot, as defined in the contract specifications.

**Margin** means the margin required by the Company to maintain open positions. It is equal to 1% of the contract value on the open position (if the leverage is 1:100).

**Margin level** characterizes the account condition. The formula by which to calculate margin level is:  $\text{Margin Level} = (\text{Equity} / \text{Margin}) * 100\%$ .

**Margin trading** refers to trading using leverage, in which case the Client may make transactions of a certain size while having significantly less funds in his/her/its trading account.

**Market opening** refers to the resumption of trading after a weekend or holiday period. **Market opening price gap** refers to one of the following situations: Bid quotations on the market opening are bigger than Ask quotations on the market closing; Ask quotations on the market opening are smaller than Bid quotations on the market closing. **Necessary margin** means the margin required by the Company to maintain open positions.

**Non-trading operation** refers to a deposit (withdrawal) transaction or a credit extension (repayment of a credit).

**Normal market** is the same as "normal market conditions".

**Normal market conditions** refers to the status of the market when the following characteristics occur:

Absence of large intervals between quotation arrivals at the trading platform, absence of swift price movement;

Absence of significant price gaps.

**Open position** refers to the result of the first part of a completed transaction. In this case the Client will be obliged to:

Make a counter-transaction of the same volume;

Maintain equity not lower than 10% of the margin.

**Order** means the Client's instruction to the Company to open or close a position when the price reaches the order level.

**Order level** means the price indicated in the order.

**Pending order** refers to the Client's instruction to the Dealer to open the position once the price is equal to the order level.

**Pip** refers to the smallest price change that a given exchange rate can make (the smallest change is that of the last decimal point).

**Price before spike** refers to the closing price of the minute bar that preceded the minute bar with spike.

**Price gap** is one of the following situations: Bid of the current quotation is bigger than Ask of the previous quotation; Ask of the current quotation is smaller than Bid of the previous quotation.

**Quotation flow** refers to the sequence of quotations on each instrument, that arrives at the trading platform.

**Quote** means the information on the current rate for a specific instrument, as shown in the form of the Bid and Ask price.

**Quote currency** means the second currency in the currency pair, which can be bought or sold by the Client for the base currency.

**Quoting** is the process of providing quotations to the Client so that one will be able to make a deal.

**Rate** means the value of the base currency in the terms of the quote currency.

**Server** is software product used to make and carry out the Client's instructions and inquiries, as well as presenting trading information in real time (in the size defined by Mobius Universe Ltd.), in consideration of the mutual obligations of the Client and the Company and with regard for the terms and restrictions thereof.

**Server's log file** is the file that is created by the server, which, with accuracy to within the second, records all inquiries and instructions sent by the Client to the Dealer as well as the results of their processing.

**Short position** means a Sell position that appreciates in value if market prices fall. With respect to currency pairs, it means: selling the base currency against the quote currency. **Spike** means an error quote with the following characteristics:

- A significant price gap;
- A price rebound over a short period of time within a price gap;
- Absence of rapid price movement before its appearance;
- Absence of important macroeconomic indicators and/or corporate news of significant effect before its appearance.

**Spread** means the difference between the Ask price and the Bid price.

**Stop-out level** is a condition of the sub-account, in which open positions are closed by the Company on current quotations. The Company reserves the right to close the most unprofitable positions when the margin level becomes equal to 15% in order to stave off a negative balance on a volatile market. The last position is closed at the margin level equal to 15%. For deposits exceeding US\$1000, there is the other principle: Margin Call/Stop-out level - 80%/60%.

**Sub-account** means a special, personal account of the internal accounting. The Client opens this account in the Company and it keeps a record of mutual commitments (the results of the deals made in accordance with this Agreement) between the Company and the Client.

**Swap-storage** is the charge for a position's overnight roll-over. Storage can be either positive or negative.

**Ticket** is the unique identification number given in the trading platform for every open position or pending order.

**Trading account** means the unique personalized register of all completed transactions, open positions, orders and non-trading operations on the trading platform.

**Trading platform** means all programs and technology that present quotes in real time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company. A trading platform consists of a server and client terminal.

**Trading transaction / Trading operation** refers to any transaction in which the Client buys or sells an instrument.

**Trailing stop** is the algorithm by which to manage a stop-loss order. If the profit on the open position did not exceed the value of the trailing stop, no action is taken. When the profit on the open position exceeds the value of the trailing stop, it sends a signal to the server overriding the stop-loss order by a distance equal to the trailing stop amount of the current price. When the quotation is received at a distance that is greater than that of the trailing stop from the current stop-loss order, it sends the signal to the server to place the stop-loss at such a distance from the current price, which is equal to the trailing stop. The trailing stop works only when the client terminal is launched, connected to the Internet and successfully authorized by the server.

**Trailing stop value** means the amount of the trailing stop specified by the Client. **Transaction** is the entire range of trading operations when money turns from the base currency into quote currency and backwards.

**Transaction size** means the lot size multiplied by the number of lots.

**Volatile market** means that there are sharp fluctuations in quotations for a short period of time; price gaps are frequent.

**Working hours of the Company** is such a time period during the working week, when the trading terminal of the Company supports the execution of deals with standard currency contracts. The exceptions are weekends, holidays, periods of temporary changes in the internal order of the Company, and periods in which it is impossible to provide services due to technical reasons. In these cases the Company must take all the measures needed to inform the Client about changes in working hours and give the Client an opportunity to eliminate currency risks.

### 3. Processing Client Instructions

3.1 The Company undertakes to provide a stream of quotes 24 hours a day. Seven days a week. The server time runs according to CET, however the client can set his server time by himself.

3.2 Trading in some instruments is possible only from 0:05 on Monday server time, stop loss and take profit orders are also not processed from 0:00 to 0:05 due to possible non-market quotes at this time.

3.3 The User understands that any operations are irreversible and that the return received under the Transaction is possible only on the basis of an additional agreement with another User.

3.4 When the Client submits an order, the Company undertakes to execute it as soon as possible, making every effort to find the Market Price. However, the Client understands that the search for the market price in different conditions may take different time. In the absence of news, the search duration is a fraction of a second, but during the release of important news, this time can be dramatically increased.

The Client understands that the processing speed depends not only and not so much on the server, but on the telecommunication networks and the Client's computer, which are outside the Company's competence.

3.5 The company undertakes to make every effort to keep the servers in working order. The Company undertakes to do everything so that the Client can make his transactions regardless of external conditions. However, the Company is not responsible for the shutdown of the server in case of force majeure. The company undertakes to do everything possible to resolve problems as soon as possible.

3.6 With regard to the Client's trading operations, the Company carries out only execution, without providing trust management and without giving recommendations.

3.7 The Company is not responsible for the Client's strategy. The client assumes full responsibility for giving orders to open, close, modify, and delete orders.

3.8 The client assumes all responsibility for instructions given by phone for opening, closing, changing and deleting orders. All such operations are performed under the responsibility of the Client. The Company is not responsible for the Client's strategy. Any advice posted on the company's website is not considered an official recommendation of the Company.

3.9 Trading operations using additional functions of the client trading terminal, such as Trailing Stop or Expert Adviser, are performed entirely under the responsibility of the Client, since they directly depend on the client's trading terminal and cannot be controlled by the Company's Server.

3.10 When performing trade operations, the "Market Execution" quotation mechanism is used.

3.11 The Client Terminal is the main means of sending orders for the Client.

3.12 Opening and closing a position is carried out after a corresponding request made by the Client:

A purchase request occurs when the Buy button is pressed on the Client's terminal;

A sell request occurs when the "Sell" button is pressed on the Client's terminal.

3.13 Conditions under which the Company is obliged to accept the Client's order to conclude a transaction:

Quotation must be provided by the Company;

The quote must be correct at the time the order is received by the Company's server

The Company must receive the Client's instructions before the moment when the Internet connection is interrupted as a result of circumstances beyond the control of the Company;

The quote must not be an obvious error;

The quote must not be non-market;

The size of a trade operation must not be less than the minimum size specified in the contract specification;

Force majeure should not happen;

In case of opening a position, the amount of free margin must exceed the required size of the initial margin in relation to this position.

3.14 The Client's order to open a position is considered processed, and the position is open after the appearance of a corresponding entry in the server log file. The same is true for closing a trade.

3.15 The Company does not allow the Client to use Arbitrage trading strategies - i.e. strategies based on the second difference in quotes between prices in the external market and in the terminal. If the Client uses Arbitration explicitly or implicitly, the Company has the right to cancel the Client's transactions, providing justification for the cancellation of the Arbitration transactions.

3.16 Both the Company and the Client may at any time change the opening / closing prices of transactions in accordance with the tick quotes of Dukascopy (Swiss Forex Bank).

3.17 The Client is obliged to pay all due amounts, including commissions and other costs established by the Company.

3.18 Execution of pending orders

Pending orders are executed at the first arrived price that meets the conditions of the pending order. At the same time, the price can "slip" the price of the placed pending order. At the same time, when placing pending orders of the stop type (Buy Stop, Sell Stop) placed on a "breakout" of the price, the order can be opened at a price worse than the order price, and for limit orders (Buy Limit, Sell Limit) at a price better than the price ...

3.19 The rule for opening Stop Loss and Take Profit orders is similar. In some cases, when the price breaks, the Stop Loss can be opened at a price worse than the setting price, and Take Profit at a better price than it was set.

3.20 The Company undertakes to process client orders at the best prices that existed in the market at a given time, however, they must exist in the market. This can especially strongly affect transactions in cryptocurrencies, since prices for them are always intermittent - as can be seen on the tick chart.

3.21 Execution of transactions based on inter-exchange quotes. Some orders are not executed between clients, but are sent to the external market - where we change funds in the inter-exchange market. This primarily applies to conventional currencies.

The client acknowledges that his inter-exchange quotes transactions must be executed at real market prices.

3.22 The execution of transactions on the interbank market occurs according to certain laws. Trades are executed at the best price that exists at the moment, while there is a possibility (usually for trades with a volume of more than \$ 1,000,000) that the best price on the market cannot provide such liquidity - and the client actually buys several trades at once - if Thus, the price of the final order will be equal to the average price of transactions made on the interbank market. For cryptocurrencies, even a small transaction can be beat by several - less than one bitcoin.

3.23 The execution of pending orders, as well as Stop Loss and Take Profit orders on the interbank market, usually occurs as follows: when the price of the order levels crosses, the order itself is triggered - which is usually executed at the next price. In 90% of cases, since the price at the 5th digit usually moves in jumps (0.2-0.5 pips), orders will be executed at a price slightly worse or slightly better than the original price of placing the order.

When requesting more liquidity - usually from \$ 1,000,000, there is a possibility that several orders will be bought at once. On cryptocurrency exchanges, the order volumes are much smaller, so even when buying 1 bitcoin, there is a possibility that several orders will be bought at once.

## **4. Stop Out**

4.1 The Company has the right (but is not obliged) to forcibly close the Client's open positions without prior notification of the latter, if the current state of the trading account (equity) is less than 15% of the required margin to maintain open positions.

4.2 The current state of the account is controlled by the server, which, if condition 4.1 is fulfilled, generates an order for the forced closing of the position (stop out).

4.3 If the Client has several open positions, the position with the largest floating losses is closed first.

4.4 The Company guarantees that after the last position is closed, the trading account will have a balance in the range from 0 to 15% of the margin required to maintain this last forcedly closed position (limiting the Client's risk).

4.5. If, after the forced closing, a negative balance remains on the Client's account, compensation is credited to the trading account, due to which the balance is brought to zero.

4.6. If your account has more than \$ 1000, then the Stop-out level can be set at 60%. This avoids large losses and makes your trading more stable. The client has the right to demand the same Stop-out level for any amount of the deposit. We also reserve the right to reduce the leverage to 1 to 100 Clients with a deposit of more than USD 3000. Since we cannot directly outbid transactions with a leverage greater than 1: 100, if you have increased the leverage without our express consent after a forced decrease, then the company reserves the right to forcefully reduce the lot of transactions to the level of a possible opening with a leverage of 1 to 100. For accounts with more than \$ 500,000 of the deposit, the maximum leverage is 1:50.

4.7 The Client acknowledges that the collateral (and free margin) is calculated on a tick basis. The margin and free margin are recalculated every time a new tick arrives.

## **5. Confirmation of the identity of the Client**

The Company has the right to demand from the Client confirmation of the reality of the full name specified during the registration of the trading account. To do this, the Company may at any time ask the Client to provide an electronic copy of the passport, a photo of the client holding an identity document in front of him, or a copy of the passport certified by a notary and sent by mail (at the discretion of the Company), while the company pays the client \$ 5 after receiving a notarized copy by mail.

## **6. Deposit of funds and limits of liability**

6.1 The client can deposit funds to his account through the payment systems that are indicated on the replenishment page, as well as in his personal account.

6.2 The client agrees that the company may require a withdrawal through that system, and through the account in the system through which the client deposits funds.

6.3 The client accepts the fact that direct transfer to the company is only possible through the company's bank account. In other cases, the client acknowledges that the company is forced to use the services of companies providing electronic transfer services, to accept their tariffs and conditions.

6.4 The client agrees that the Company has the right to engage intermediaries to receive funds through various payment systems (in particular, to receive funds through terminals we use the QIWI system, to receive funds through cards - the payonline system, we use [www.welcomepav.ru](http://www.welcomepav.ru) aggregators as intermediaries [.www.pavanvwav.ru](http://www.pavanvwav.ru)).

6.5 The Company assumes the risk of transfers through the counterparties indicated on the website, however, the Client undertakes, in the event of any problems with the transfer, to make every effort to trace the payment and provide all requested documents.

6.6 The Company will always hold your funds separately from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily provide funds to its creditors in the event of bankruptcy or for any other purpose. You acknowledge that the Company is not a bank and the Service is a payment processing service, not a banking service, and the Company does not act as a trustee, fiduciary or escrow in relation to your funds.

6.7 The Company undertakes to withdraw the client's funds in a different way in the event of liquidation of any payment system.

6.8 The Client acknowledges that claims against the Company cannot be redirected to payment systems and aggregators, about which the Company has an agreement with the payment systems.

6.9 Acceptance of payments from bank cards is carried out by partner companies through "Processing centers".

## **7. Withdrawal of funds from the Client's trading account**

7.1 The client can withdraw money from his account to payment systems, which can be withdrawn in the Trader's Cabinet.

7.2 The client is obliged to withdraw money through the system through which they were deposited and to the account from which they were deposited. Otherwise, the Company assumes the right to determine the percentage for the transfer of one electronic currency to another, or to refuse the client in such a transfer.

7.3 In order to combat the legalization of criminal funds, as well as to combat fraud in the field of electronic transfers, the Company has the right to refuse the Client to withdraw funds to the payment system of his choice. In such cases, the Client has the right to withdraw funds to his bank account in US dollars, while the Client's registration data specified when opening a trading account must match those of the owner of the bank account.

7.4 The Company may, at its discretion, refuse to withdraw funds to the payment system chosen by the Client. The Company may, at its discretion, indicate the payment system / systems with which the Client can withdraw money from his trading accounts. If the Company decides that the Client can withdraw money to his bank account in US dollars, then the full name provided during the registration process for opening a trading account must match the name of the bank account holder.



## 8. Trading advisors

8.1 The client has the right to use any advisors and automated trading systems, with the exception of those specified in clause 8.2

8.2 It is forbidden to use trading advisors based on the following principles of action:

The Expert Advisor trades using the individual specifics of the trading server software settings;

The Expert Advisor makes numerous requests to the trading server within a short period of time (more than 2-3 times a minute stably).

The Expert Advisor is configured only for trading during the "Thin" market periods - at night and on official holidays, while its transactions cannot be blocked on foreign markets.

8.3 A client trading using advisors trying to trade at distant quotes and loading the server accepts these provisions:

The entire system for accepting applications is based on the fastest possible acceptance and processing of traders' applications.

If the advisor, using individual server settings or certain errors in the protection of Mobius Trader 7, opens deals outside existing quotes and / or trades at distant quotes (which should be reflected in the server logs), then the server will automatically (after a certain time) fix similar requests.

A client using pipsing advisors (opening / closing within a few minutes and a huge number of requests - consistently more than 2-3 times a minute) accepts these provisions at his own risk.

A trade opened by an advisor during a sharp price movement or a thin market can be changed at the prices existing at that time on the external market. Both by the Company and by the Client (upon request).

8.4 If the Client, using an advisor or other software, loads the server, the Company has the right to check the account for trading at distant quotes. If there are more than 80% of transactions made in this way, the Company has the right to revise the closing and opening prices of transactions, changing them to those that actually existed at the time of the opening request.

If such measures are taken, the Company is obliged to:

- 1) inform the Client about the decision made and the reasons for its adoption;
- 2) Indicate what prices were on the international market at the time the request was made;
- 3) At the request of the Client, the Company can discuss the situation on the official twitter of the company (the client must indicate the real account number and an example of a canceled or recalculated order and the full name of the trader).

The client has the right:

- 1) Get detailed explanations for each order;
- 2) If the revision of the opening and closing prices led to a negative result on the account, receive compensation by agreement with the Company.

8.5 If the Client within a short time sent multiple requests to open a position (more than 10 requests per minute), and, as a result, could not open a position, the Company has the right (but is not obliged) to open this position within 4 hours after the request - at any price in this period of time.

8.6 When trading fiat currencies, the prices in the Forex market are the prices provided by the world market maker banks. The most authoritative are the quotes of Deutschebank and Citibank. In general, the Client is entitled to a claim using Dukascopy quotes or Reuters quotes.

## 9. Cancellation of orders

9.1 The Company has the right to cancel the executed orders of the Clients in the following cases:

The order was not executed at market prices;

The order was executed due to the mistake of the dealer offering the wrong price;

The market order was closed less than one minute after opening;

If less than a minute has passed between the opening of transactions in different directions on the same currency pair.

The order was opened by an Expert Advisor configured to open / close trades that cannot be blocked. In case such transactions are more than 80%.

9.2 If trading for an instrument was opened with a gap, and the order level was inside the gap, then the Company has the right (but is not obliged) to trigger the order at the current market price, different from the order level.

9.3 When a deal is opened less than an hour before closing on Friday, the opening price of the deal can be rewritten by more than 30% of the collateral from the deposit at the first arriving price at the beginning of trading.

9.4 If a pending order was placed 15 minutes before a sharp price movement or news releases, the Company has the right to cancel this order or, by agreement with the Client, change the order opening price in accordance with the first arrived price. According to quotes from Deutchebank, Citibank, Dukascopy (Swiss Forex Bank) or Reuters. When a deal is opened less than five minutes before the news for more than 20% of the collateral from the balance, the opening price of the deal can be rewritten at the first arrived price after the price jump.

9.5 In the event that the opening or closing prices of a transaction differ from market prices, the Company has the right to rewrite the Client's transaction at Deutsche, Citibank, Dukascopy quotes, or at Reuters quotes.

9.6 In case of strong disagreement, as well as the impossibility of resolving the dispute in another way, including in a situation where the client does not agree with the cancellation of his trades, the open / close prices of all client trades will be rewritten in accordance with the tick quotes of Dukascopy (Swiss Forex Bank).

9.7 The difference between Dukascopy (Swiss Forex Bank) tick quotes and forexstart.org quotes is 1 hour 59 minutes 59 seconds.

9.8 The Company undertakes not to increase spreads either during sharp movements or with reduced volatility. However, if more than 50% of Clients' trades were made at times when the spread was different in the real market, as a result of which the Company blocked trades at the worst prices, the Company has the right (but is not obliged) to rewrite the opening prices of such trades, taking into account the spreads that existed in the real market ...

9.9 In the event that trading was carried out using funds earned through transactions described in clauses 8.1, 8.2, 8.3, 8.4, 8.5, 8.6 (and only if the transactions could not be completed otherwise), the Company reserves the right to question the possibility of such transactions and to cancel them.

9.10 Claims will not be accepted if the pending order has not been executed:

a) by non-market quotation;

b) due to insufficient funds on the trading account as a result of a disputable situation on another order or position. In this case, the pending order is automatically canceled and cannot be restored.

9.11 The Client acknowledges that trading in Binary Options is not trading on the market and the company deliberately limited the profit on Binary Options to 90% for major currencies and 60% for stocks and cryptocurrencies. In the event of serious deviations or the use of trading by the client

using the trading terminal failures or any other vulnerabilities and errors, trade transactions are canceled completely on the account.

## **10. Payments**

10.1 The client can transfer funds to the trading account at any time. A customer can deposit money using only one payment method and only one account of the selected payment method (for example, only Moneybookers and only one Moneybookers account). In case the Client wants to use a different method to deposit money, he / she must first withdraw all the money from his trading account and then deposit it in another way. The client does not need to withdraw money to choose a different payment method if his trading account has no more than \$ 1.

10.2 The client can withdraw money from his trading account at any time in accordance with clause 10.3.

10.3 The Company undertakes to execute the Client's order to withdraw funds within 2 (two) working days from the receipt of the completed order to withdraw funds, provided that the following conditions are met:

The application was sent through the Trader's Personal Cabinet;

The withdrawal order contains all the necessary information;

At the time of making a payment, the Client's free margin exceeds the amount specified in the order for withdrawing funds, including commissions for making a payment.

10.4 If the Client violates this Client Agreement, the Company may need additional time to investigate the problem and, therefore, it may suspend the processing of the withdrawal instruction until the Client provides all the necessary information. The Company is obliged to respond to the e-mails of the Client about the violation of the Client Agreement within 3 (three) business days. If the Client has not received a response within 3 (three) business days, the Client must inform the technical support service.

10.5 The Company has the right to withdraw the transfer commission from the Client's trading account.

10.6 Bank payment must be made in US dollars or Euros.

10.7 For all accounts that were active (had a non-zero balance) on February 9, 2018, the rule applies according to which those who did not enter and / or did not start trading in the terminal Mobius Trader 7 and whose funds we have to keep on Metatrader 4, the company withdraws the commission at a rate of \$ 100 per month. For those who made at least one transaction after 02/10/2018, no commission fee is charged.

## **11. Force majeure**

11.1 The Company, having sufficient grounds for this, can determine the boundaries of the occurrence of force majeure circumstances. The Company will duly take appropriate steps to inform the Client about the occurrence of force majeure circumstances.

11.2 Force majeure circumstances include (but are not limited to):

any action, event or phenomenon (including but not limited to), any strike, riot or civil unrest, terrorist acts, war, natural disaster, accidents, fires, floods, storms, power outages or communication or electronic equipment, civil unrest ), which, in the reasonable opinion of the Company, has led to the destabilization of the market or markets for one or more instruments; the suspension, liquidation or closure of any market or the absence of any event on which the Company bases its quotes, or the imposition of restrictions or special or non-standard trading conditions in any market or in relation to any such event.

## 12. Procedure for resolving disputes

12.1 Any claims of the Clients on the conducted trading operations must be sent by e-mail to the addresses indicated on the website.

12.2 The client is obliged to send a complaint no later than one month after the reason for the complaint appears if the complaint concerns a trade transaction and no later than a week if the complaint concerns a non-trade transaction. In the event that more time has passed since the appearance of the reason for the claim, the claim can be considered only in exceptional cases - by the decision of the Company.

12.3 Any complaint by the Client regarding completed trading operations must be sent by e-mail to the address: (hidden) within 48 hours from the moment the reason for such a complaint appears. The claim must contain the following points:

- 1) Name, Surname
- 2) Login in the trading platform
- 3) Order No.
- 4) Date and time (by time in the terminal)
- 5) Order type
- 6) Lots
- 7) Symbol
- 8) Price
- 9) S / L
- 10) T / P
- 11) Description of the claim on the merits (the claim should not contain excessive descriptions, insults, obscene expressions)
- 12) Attached log file
- 13) The title of the letter must contain "Claim from login No., order No."

12.4 Any claim at the request of the Client or the Company can be considered at the corporate forum of the Company. In this case, the Client notifies the Company about the creation of a topic dedicated to the claim and sends a copy of the claim by letter.

12.5 The Company considers the Client's claim and makes a decision on the disputable situation as soon as possible. Confirmation of receipt of a claim is a letter sent to the Client's address, generated by an automatic mail processing system. The maximum possible period for considering a claim is three working days from the date of its receipt. In some cases, the period for considering a claim may be increased.

12.6 The term for consideration by the Company of the Client's claim, given according to the rules specified in clause 12.3, is not more than 10 working days. However, the Company is obliged to give the first answer in no more than 3 working days.

12.7 When considering a disputable situation, the main source of information is the server log file, which has unconditional priority over other arguments, including with respect to the client terminal log file.

12.8 The settlement of a disputable situation can be carried out by the Company:

- a) by opening a new position at the price mistakenly closed in the same direction;
- b) by closing an erroneously opened position at the current price, followed by a reverse transaction in the same direction, the opening price of which will correspond to the closing price of the erroneously opened position, and the closing price will correspond to the opening price of the erroneously open position.

c) with a positive balance and a sufficient amount of free funds on the trading account, by opening a position at the wrong price entered in the quotes stream and by closing the position at the opening price of the wrongly closed position.

d) if there is not enough free funds to open positions on the trading account,

by the Company imposing a ban on trading operations on the client's account until the dispute is resolved.

12.9 Claims not reflected in this contract, the Company considers, based on generally accepted market practice and the internal policy of the Company.

12.10 In the event of a dispute that is not prescribed in these Regulations, the final decision is made by the Company based on generally accepted market practice and its ideas about a fair settlement of the dispute.

### **13. Limits of liability**

13.1 The Client undertakes to guarantee the Company protection against the occurrence of various kinds of obligations, expenses, claims, damages that may arise both directly and indirectly due to the Client's inability to fulfill his obligations in accordance with this agreement.

13.2 The Company is not liable to the Client for any damages, losses, lost profits, lost opportunities (due to possible market movements), costs or damage in accordance with the terms of this agreement, unless otherwise specified in the agreement.

13.3 The Client has no right to allow third parties to open a trading account for the Client and / or provide third parties with passwords for access to trading platforms or the Forexstart.org "Personal Account" and agrees to open an account only personally, and the Client also undertakes to keep access passwords secure and confidential ... All actions related to the implementation of the client agreement and / or the use of logins and passwords are considered performed by the owner of the specified information. The company is not responsible for unauthorized use of registration data by third parties.

13.4 The Company does not compensate the Client for indirect, indirect or other non-material damage caused through no fault of the Company.

13.5 Claims for unprocessed orders given during maintenance work on the server are not accepted, if a notification about such work was sent to the Client by the internal mail of the trading platform or in any other way. The fact of non-receipt of the notification does not constitute grounds for a claim.

13.6 If the Client had an intention to perform some action, but did not perform it for any reason, the Company does not reimburse the Client for the profit lost as a result of this or the losses incurred as a result.

### **Termination of an agreement**

This Agreement may be terminated:

and. By agreement of the parties.

b. At the initiative of the Client. In this case, the Client withdraws all funds from his trading account, and the account is automatically closed within 2 months after receiving a zero balance.

from. At the initiative of the Company in case of violation by the Client of the Client Agreement or any of the documents with which the Client agreed when opening a trading account, as well as in case of unauthorized access by the Client to the Equipment of the Company.

Termination of this Agreement does not entail release from liability of the parties for property and compensation for damage incurred by one of the parties as a result of default by the other party.

### **Archiving and unarchiving accounts**

The client's trading account can be archived in the following cases:

- a) The account has less than \$ 1 and the client has not entered the account through the trading terminal for more than a month
- b) The account has less than \$ 10 and the client has not entered the account for more than 3 months
- c) The client has not logged into the account for over a year.

The account becomes inactive and can be archived.

## **Notices and information**

The Company can use the following means to communicate with the Client:

- a) internal mail of the trading platform;
- b) email;
- c) facsimile communication;
- d) telephone;
- e) postal items;
- f) announcement in the "Company News" section on the Company's website.

The Company will use the Client's details specified when opening an account or changed in accordance with these Regulations. The client agrees to accept messages from the Company at any time.

Any correspondence (documents, announcements, notifications, confirmations, reports, etc.) is considered received by the Client:

- a) one hour after sending to his email address (e-mail);
- b) immediately after sending by internal mail of the trading platform;
- c) immediately after sending by fax;
- d) immediately after the end of the telephone conversation;
- e) after seven calendar days from the date of posting;
- f) 24 hours after the announcement was posted in the "Company News" section on the Company's Website.
- g) 24 hours after posting on the official forum of the company in the section "Company News"

You can express your opinion on the Client Agreement on the company's forum.

## **Bonus accruals**

The bonus is accrued upon replenishment in the amount of 500% of the replenishment (the client can refuse the bonus or receive a lower% payout) and is visible in the client terminal as a bonus.

Bonus funds do not increase leverage.

Bonus funds cannot participate in maintaining a position in case of a stop-out

Bonus funds can be deducted upon stop-out.

Bonus funds are credited to the balance after the closing of each transaction in real time and in the amount of 1/3 of the commission.

## **Non-withdrawable charges**

The company can charge non-withdrawable funds in various situations:

- 1) For winning competitions
- 2) Payments for the first rounds of the investment program
- 3)% for replenishment using the Webmoney system, cryptocurrencies and other methods
- 4) In other situations.

Rules for working with non-withdrawable funds:

- 1) Non-withdrawable funds are marked on the account as a balance.

2) They can be used in case of drawdown (including stop-out)

3) Non-withdrawable funds are credited to the balance after the close of each transaction in real time and in the amount of 1/3 of the commission

### **Expiration of futures contracts**

Each futures contract has an expiration time - a mandatory close at a certain point in time. For the convenience of our clients, we immediately after the closing of the contract buy the corresponding contract for the next period. This is not displayed in the terminal as closing followed by opening, but this is done for convenience only.

The trader agrees that in the event that the closing price of a contract and the price of the subsequent opening of the next contract differ significantly, the company has the right not to open the next contract. The deal will simply be closed at the exchange price.

Also, the company has the right not to close the contract, but to credit the difference between the closing prices of the contracts. In this case, the trader can appeal against the company's actions and the requirement to close the contract completely.