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INTERNATIONAL FINANCIAL SERVICES AGREEMENT

No _____ (Trading Account No) dd '____' _____, 201__ (date of opening the Trading Account)

International Business Company "FOREX CLUB INTERNATIONAL LIMITED", (Registration No 597332), hereinafter referred to as the 'Company', on the one hand, and _____, hereinafter referred to as the 'Client', on the other hand, have concluded this Agreement as to the following:

1. Subject of the Agreement.

The subject of this Agreement shall comprise general provisions for carrying out conversion operations by the Parties in accordance with the terms and conditions as established by the Rules of Procedure for Rendering Forex Services, which constitute an integral part of this Agreement.

2. Rights and Obligations of the Parties.**2.1. The Client undertakes to:**

- 2.1.1. comply with the terms and conditions for carrying out conversion operations as set out by the Rules of Procedure;
- 2.1.2. transfer to the Company's account funds that shall serve as a security of the Client's claims and liabilities which might arise out of or in connection with the execution of this Agreement;
- 2.1.3. treat as strictly confidential any information which has become known to the Client in the course of execution of this Agreement.

2.2. The Client has the right to:

- 2.2.1. carry out any transactions as envisaged by the Rules of Procedure, within the time limits and in accordance with the procedure established by the above Rules;
- 2.2.2. demand the return of the clear balance of the funds at any point;
- 2.2.3. unilaterally terminate this Agreement at any point.

2.3. The Company undertakes to:

- 2.3.1. render to the Client conversion services as envisaged by the Rules of Procedure;
- 2.3.2. transfer the funds to the bank account indicated by the Client at the latter's request and in accordance with the procedure envisaged by the above Rules;
- 2.3.3. treat as strictly confidential any information that has become known to the Company in the course of execution of this Agreement.

2.4. The Company has the right to:

- 2.4.1. unilaterally terminate this Agreement at any time in the event that the Client fails to comply with the terms and conditions as set out by the Rules of Procedure or in the event there is enough evidence for the Company to assume that the Client has attempted to or is planning to illegally use the software made available by the Company or the funds transferred to the Company's account;
- 2.4.2. refuse to carry out specific conversion operations at the Client's request in the event that they do not comply with the terms and conditions set out by the Rules of Procedure.

3. Term and Termination of the Agreement.

3.1. This Agreement shall become effective as of the date of opening a trading account in favor of the Client and shall be valid for an unspecified period of time.

3.2. Either Party has the right to unilaterally terminate this Agreement. The Agreement shall be considered valid until the Client and the Company have cleared their liabilities towards each other in relation to any previous operations.

Appendices:

1. Rules of Procedure

2. Risk Statement

THE PARTIES' DETAILS AND SIGNATURES

The Company

FOREX CLUB INTERNATIONAL LIMITED,
P.O. Box 3321, Road Town, Tortola, British Virgin Islands,
I.B.C. No: 597332

Banking details for transfer of Company's funds are pointed out in the Internet Clearing System

Director  /Christalla Kirkillari



The Client

Name, Surname and Patronymic: _____

Passport No: _____

Address _____
_____ / _____

**THE RULES OF PROCEDURE FOR RENDERING FOREX SERVICES
(MetaFX)**

(Appendix No. 1 to the International Financial Services Agreement)

Version: November, 2011

1. General Provisions

1.1. These Rules of Procedures for Rendering Forex Services (hereinafter referred to as the 'Rules') establish the procedure, terms and conditions in accordance with which the International Business Company "FOREX CLUB INTERNATIONAL LIMITED" (hereinafter referred to as the 'Company') shall carry out conversion operations (transactions) with individuals (with clients, individuals or legal entities) (hereinafter referred to as the 'Clients'), on the international currency market.

1.2. These Rules constitute an integral part of the public offer which has been displayed by the Company in the global Internet network at the address www.forexclub.biz which shall be considered by any interested parties as an offer to sign an International Financial Services Agreement (hereinafter referred to as the 'Agreement'). The essentials of this Agreement are set out in these Rules and in any other documents incorporated in the public offer.

1.3. By accepting the above offer, any legally capable person shall thus automatically agree to comply with the terms and conditions of these Rules.

1.4. The Company undertakes to make and to execute conversion transactions in the interest of the Client and in accordance with the terms, conditions and the procedure envisaged by these Rules.

2. Terms and Definitions

2.1. **Conversion arbitrage operations (conversion deals, transactions)** are any deals made by the Company and the Client which envisage BUYing or SELLing one currency for another currency. Conversion arbitrage operations envisage carrying out of at least two opposite deals on buying and selling of the currencies for the same amount. For the purposes of these Rules the terms BUY and SELL shall be considered as strictly technical since no transfer of the property right in relation to the currency takes place. Conversion arbitrage operations between the Client and the Company are conducted beyond the territory of Russian Federation.

2.2. **Trading account** is a special account in the Company's accounting system that is used by the Company to register any amounts of money and funds that have been transferred by the Client to secure the execution of this Agreement as well as deals of the Client, concluded in accordance with provisions of Agreement and these Rules.

2.3. **Open position** is the result of the first part of the conversion arbitrage operation.

2.4. **Long position** is a purchase of a base currency or CFD instrument with the expectation that the currency or CFD instrument will rise in value.

2.5. **Short position** is a sale of a base currency or CFD instrument with the expectation that the currency or CFD instrument will fall in value.

2.6. **Balance** is the amount of funds in the Client's trading account without adjusting for open positions; the account status adjusted for closed positions and non-trading transactions.

2.7. **Floating profit (loss)** is unrealized profit (loss) on open positions at current prices.

2.8. **Equity** is weighted value of the value of funds in the Client's trading account adjusted for open positions. $Equity = Balance + Floating\ profit\ (loss)$.

2.9. **Initial margin** is collateral that is required to open a position. Margin requirements for each instrument are specified in Trading terms and conditions (Appendix #1 to these Rules).

2.10. **Margin Required** is amount of collateral required to secure all open positions.

2.11. **Margin Level** is ratio of Equity to Margin Required, expressed as a percentage.

2.12. **Stop out** is account status during which the trader loses control over the account and all open positions (both profitable and unprofitable) are forced closed at the nearest available quote.

2.13. **Currency pair** is two currencies (the base currency and the counter currency, or the quote currency) that take part in a specific conversion transaction. The list of currency pairs to be used in conversion transactions is given in the Trading Terms and Conditions (Appendix No 1 to these Rules). The latest information in relation to the number and the composition of the currency pairs is published on the Company's site.

2.14. **Instrument (financial instrument)** is a currency pair or CFD instrument.

2.15. **Base currency** is the currency in the currency pair which is bought or sold for the counter currency (the quote currency). The base currency is shown in the numerator of a currency pair.

2.16. **Counter currency (quote currency)** is the currency in the currency pair for which the base currency is bought or sold. The counter currency is shown in the denominator of a currency pair.

2.17. **Leverage** is the ratio between the amount of initial margin and the volume of trading.

- 2.18. **Quotation** is the price of one base-currency unit expressed in the counter currency (the quote currency) for currency pairs. A quotation comprises two figures: the BID price and the ASK price.
- 2.19. **Actual price** is the price at which the Company is ready to make a deal at a moment in time.
- 2.20. **Quotation flow** is a sequence of quotations transmitted to the Internet Trading System that includes all the quotations furnished by the Company to the Clients at their requests as well as any quotations in relation to and in connection with transactions actually concluded.
- 2.21. **BID Price** is the price at which the Client can make a SELL transaction, selling the base currency for the counter currency (quote currency).
- 2.22. **ASK Price** is the price at which the Client can make a BUY transaction, buying the base currency for the counter currency (quote currency).
- 2.23. **Spread** is the difference between the ASK price and the BID price of an instrument expressed in points. Spreads may vary depending on market conditions. Spread value is established by the Company for a specific currency pair and is listed in the Trading Terms and Conditions (Appendix 1 to these Rules), and is also published on the Company's site.
- 2.24. **Order** is the Client's contingent order to carry out a conversion transaction at the price indicated in the order (the execution price); it is implied that such order shall be executed at an unspecified time in the future in accordance with the Orders Execution Procedure (established by Section 7 of these Rules).
- 2.25. **Lot** is a minimum standard amount of the base currency in relation to which the conversion transaction can be executed. A specific conversion transaction may comprise several lots.
- 2.26. **Ticket** is a unique identifying number which is set for any open position or predefined order in Internet Trading System.
- 2.27. **Pip** is for currency pairs, the pip is equal to 0.0001 or 0.01, depending on the instrument.
- 2.28. **Rollover of an open position** is transfer of the Client's open position to the next day with the balance the position has at 21.00 GMT. Depending on the instrument and position direction, the Client's account may be debited or credited swap points, calculated using the overnight LIBOR rate for credit and the LIBID rate for free funds deposits. When a position is being transferred from Wednesday to Thursday triple rollover (swap) fee is applied (Table of Swap Points).
- 2.29. **Dealer** is a Company employee authorized to issue quotes, monitor the accuracy of conversion transactions with Clients, handle complaints and explain trading situations arising in Client accounts.
- 2.30. **Trading day** is the time span from 21:00:01 to 21:00:00 of the following calendar day (GMT), except weekends (Saturdays and Sundays) and holidays. The latest information relating to weekends and holidays is published on the Company's website.
- 2.31. **Business day** is a time span from 06:00 to 15:00 GMT every day except weekends and holidays. The latest information about weekends and holidays is published on the Company's site.
- 2.32. **Internet Trading System** is a specialized suite of hardware and software that the Client uses over the Internet to confirm with the Company the essential terms and conditions of conversion transactions to be made under these Rules and record the confirmed conditions. The System enables the Client to obtain financial information from international currency market, send orders to the Company and receive confirmation and reporting from the Company. The Internet Trading System enables the Parties to agree upon the essentials of the Client's conversion transactions and to record all the Client's transactions along with orders issued and cancelled. The Internet Trading System ensures identification of the Parties (authentication) when exchanging messages; it also ensures confidentiality and integrity of the messages themselves due to installed cryptographic protection. The above software and hardware include the MetaTrader4™ information and trading system and other systems recommended by the Company for use under this Agreement. The prices that are being broadcasted into the Internet Trading System and at which the essential terms and conditions of conversion transactions are being confirmed, should depend on the Service Package provided to the Client. The charts in the system are plotted at the best prices that can differ from the prices provided according to the Service Packages.
- 2.33. **Internet Clearing System** is a specialized suite of software and hardware used to store the Client's identification data, which enables the Client to draw up notices to the Company relating to dispatch of documents or remittance of funds, as well as to instruct the Company to withdraw a certain amount of money from the trading account or to carry out any other operations in connection with the trading account management. The Internet Clearing System is located on the Company's site in the Trading Accounts Management section, which is equipped with special cryptographic protection to restrict access and ensure confidentiality.

2.34. **Log-file** – is a part of the Internet Trading System and/or the Internet Clearing System, and is intended for recording of data transferred by the Parties to each other under the Agreement via the Internet Trading System and/or the Internet Clearing System. Each request sent to the Internet Trading System or the Internet Clearing System will be recorded in the log-file and is duplicated on the Company's server. Such data is the main source of information and considered as a primary evidence by each Party in case of any dispute arising out of or in connection with the performance of this Agreement. Furthermore the information contained in the log-file shall have the ultimate priority over any other arguments in resolving a disputable situation including the information from the client's terminal log-file. The Company reserves the right not to keep the log-files recording Party's requests to the Internet Trading System or the Internet Clearing System.

2.35. **The Company's website** is Internet sites located at the addresses www.forexclub.biz

3. Message Exchanges, Confidentiality

3.1. The Client's interaction with the Company when agreeing on the essentials of conversion transactions and money transfers shall be carried out by means of message exchange. The Company shall send to the Client the answers to the latter's questions as well as any confirmations, reports and account statements. The Client shall send to the Company his/her requests, bids and confirmations. All requests, bids, confirmations and reports shall be executed, delivered and registered in the Internet Trading and Clearing Systems.

3.2. The Client must register in a special section (Trading Account Management) on the Company's site to obtain a username and password for accessing the Internet Clearing System. The Client shall furnish personal information necessary for his/her positive identification (including full name and passport data) Registering in the Internet Clearing System creates a unique entry which enables the Client to open one or more trading accounts. A username and password for accessing the Internet Clearing System are generated and issued to the Client immediately upon opening a trading account.

3.3. The Company shall fully rely on information furnished by the Client both upon registration and in the Internet Clearing System; the Company shall not be liable for unreliable or invalid information. The Client shall bear liability for providing incorrect or unreliable information, as well as for any consequences that occur as a result of such provision of unreliable or/and invalid information.

3.4. In order to prevent fraud and other conflicts, the Company has the right to demand that the Client produce a passport or any other ID to confirm his/her identity. In this event, the Client shall furnish at the Company's request any documents required.

3.5. The Company undertakes not to disclose to third parties any information in relation to operations, transactions, accounts and the Client's details unless partial disclosure of such information has been permitted by the Client directly or unless such disclosure is required under the applicable law.

3.6. The Client undertakes not to disclose to any third parties without the Company's written permission any information which will become known to him/her in connection with and in the course of execution of this Agreement.

3.7. The Client undertakes to maintain in strict confidence his/her username and password for the Internet Clearing and Internet Trading Systems. Both Parties shall bear liability for granting or providing unauthorized persons access to the technical means for message exchange. Neither Party shall have the right to refer to non-compliance with this provision in order to claim the invalidity of any transactions already executed.

3.8. Any messages sent to the Company using the Client's password and code are deemed to be sent directly by the Client.

4. Trading Account

4.1. The Company shall open a trading account on behalf of the Client to register funds deposited by the Client for settlement of conversion transactions, as well as to register any transactions carried out and any financial results achieved.

4.2. The Client shall open a trading account in the Internet Clearing System on the Company's site, thus creating a unique entry record. Upon opening the trading account, the Client shall receive a unique username and password for accessing the Internet Trading System.

4.3. The Client shall transfer funds to replenish his/her trading account; this deposit shall serve as collateral for future conversion transactions as envisaged by Section 5 of these Rules.

4.4. When the Client opens a trading account, the Company shall provide the Client with an individual access code (username and password) to enter the Internet Trading System. The access code shall serve as a means of

identifying the Client when making conversion transactions. The password can be changed at any time at either Party's request. In the event that the password is changed by the Company, the Client shall receive a notice thereof at the email address indicated by the Client in his/her contact details.

4.5. Conversion transactions may be carried out as soon as sufficient funds for such transactions are credited to the trading account.

4.6. The Client's financial results (profit and loss) on conversion transactions shall be posted to the trading account once the position for a particular currency or CFD instrument is closed. Financial results shall be calculated in accordance with the procedure established by Section 8 of these Rules.

4.7. The Company shall have the right to close the Client's trading account if the latter does not carry out any transactions for twelve (12) months in a row there are no funds in the account.

4.8. The Company shall charge a commission for servicing dormant accounts in accordance with the Trading Accounts Servicing Tariffs (Appendix No 2 to these Rules).

5. Terms and Procedures for Depositing/Withdrawing Funds

5.1. Trading accounts are denominated in US dollars. Deposits to trading accounts and withdrawals from trading accounts shall be carried out and charged in accordance with the Trading Accounts Servicing Tariffs (Appendix No. 2 to these Rules). The Company's banking details for making deposits to trading accounts can be found in the Internet Clearing System.

5.2. Any funds transferred by the Client to his/her trading account shall be credited to the trading account no later than the first banking day after the funds are credited to the Company's account, provided that the payment documents contain all the necessary information for payment identification. The Company shall not be liable for failure to credit funds or incorrect crediting of funds if the Client uses banking details other than those published in the Internet Clearing System. If the Client uses an instant method of depositing funds to his/her account (such as account replenishment cards, VISA payment system, Euro MasterCard, Moneybookers, etc.), the funds shall be credited to the account within the first hour of the following trading day after closure of the trading day on Friday.

5.3. Funds may be withdrawn from a trading account by sending a money transfer order through the Internet Clearing System:

5.3.1. A money transfer order received before 11.00 GMT shall be processed on the same day.

5.3.2. A money transfer order received after 11.00 GMT shall be processed on the next business day.

5.4. Money transfer orders shall be executed:

5.4.1. for funds transferred to a banking account - on the next business day.

5.4.2. for funds transferred through the electronic payment system (Web Money) - on the same day

In the following exceptional circumstances:

- If the payment currency indicated in the payment order is not the actual currency of the funds credited to the trading account;
- If the mean or the way of trading account replenishment (bank transfer, WebMoney electronic payment system, etc.) is different from the mean or the way of funds withdrawal from the trading account;
- If the payment order lists the banking details for accounts opened in a name other than the Client's;
- If the Company's Internal Supervision Service discovers signs that a transaction is subject to restrictions established by international legislation to prevent money laundering;

The Company retains the right to:

- halt execution of such order until further clarification is complete;
- refuse to execute such order;
- protect bank card holders from fraud, the Company reserves the right to request that a trading account holder provide copies of identification documents and bank cards used to transfer funds to the trading account;
- close the trading account and refuse further services.

5.4.3. for funds to be transferred between any accounts (StartFX, ExpertFX, ActiveFX, MetaFX) listed under a single Internet Clearing System entry – on the next business day.

5.5. All orders for transfer of money shall be for amounts that must not exceed the trading account balance and shall be no less than the amount of the money withdrawal commission fee due to the Company, which is payable from the amount indicated in the order in accordance with the Trading Accounts Servicing Tariffs (Appendix No 2 to these Rules). The clear balance shall be calculated automatically on a real-time basis taking into account current

losses on any open positions and the amount necessary to secure the above open positions. No orders for amounts less than or equal to the money withdrawal commission fee shall be accepted for payment.

5.6. In the event that funds are not transferred to/from the Client's trading account, the Client may contact the Company using the FEEDBACK FORM on the main page of the Company's Internet site to find out the reasons for the delay; the Company undertakes to respond to the Client by the following business day.

6. Procedure for Executing Conversion Transactions

6.1. The Company allows Clients to use leverage of 1:200 up to a total position of no more than USD 5 million. This means that the total nominal value of all open positions at any given time may exceed the Client's current account balance by no more than 200 (two hundred):1. Clients with total open positions greater than USD 5 million may execute conversion arbitrage transactions with leverage of 1:100. For positions with a nominal value of over USD 30 million, the Client may execute conversion arbitrage transactions with leverage of 1:20.

6.2. Each Friday at one hour before the end of the trading session the maximum leverage for all existing and new open positions is changed from 1:200 to 1:100. The new leverage for the total trading position is established before the start of the next trading session.

6.3. The Company retains the right to reduce the Client's leverage in advance of weekends and holidays.

6.4. The minimum margin required to open a position (including the position to be opened) is 100%.

6.5. The Company determines individual margin requirements for CFD instruments. Margin requirements are indicated on the Company's web-site.

6.6. The maximum amount of position opened by the Client in transaction is to be determined in following manner:

$$V_{\max} = X * MV, \text{ where}$$

V_{\max} – the maximum amount of new transaction with instrument;

X – coefficient by which the minimum transaction value is multiplied to derive the maximum available amount of a new transaction;

MV – the minimum transaction volume.

At that:

$$X = UM * \text{Max lever} / (MV + S * PP * \text{Max lever}), \text{ where}$$

Max lever – the maximum permissible credit lever for Client's deposit

UM – usable margin;

S – spread for the currency pair the Client is opening a position in current moment

PP – point price for the minimum permissible amount of transaction

For CFD instruments with margin requirements in absolute terms:

$$V_{\max} = MV * UsbIM / (MR + C + S_t * P_t), \text{ where}$$

V – the maximum amount of new transaction with CFD instrument;

MV – the minimum permissible amount of transaction with CFD instrument (published on the Company's web-site);

UsbIM – usable margin

MR – CFD instrument collateral for the minimum permissible amount of transaction (indicated on the Company's web-site);

C – commission fee for minimum permissible transaction with CFD instrument;

S_t – spread in ticks for the CFD;

P_t – tick price at the minimum transaction volume (published on the Company's web-site).

For CFD instruments with margin requirements in relative terms:

$$V_{\max} = MV * UsbIM / (Pr * MR + C + S_t * P_t), \text{ where:}$$

Pr – the current instrument price;

MR – collateral of CFD instruments (expressed as a decimal) at the minimum allowable size of transaction (published on the Company's website).

6.7. Conversion deal is concluded since all essential conditions are agreed by Parties and confirmed by the Client (and by the Company if needed). The following essential conditions are to be agreed:

- instrument (currency pair or CFD);

- type of transaction: “BUY” or “SELL” the base currency for the current currency (quote currency) or basic asset for CFD instrument;
- the amount of transaction (calculated in base currency or basic asset for CFD);
- transaction price.

6.8. The Client may hedge (lock) an open position by opening a position for the same amount and currency pair in the opposite direction. For each pair of hedged lots, the margin requirement (collateral) is equal to the margin requirement for one of the positions.

6.9. All trading instruments are quoted using Instant Execution. This means that in order to open/close a position in the trading platform, the Client clicks the “Buy,” “Sell” or “Close” button at the moment when he/she is satisfied with the Company’s quote.

6.10. A currency conversion transaction is considered complete once the Client and Dealer approve and confirm the essential terms of the transaction. The essential terms which must be agreed upon include the following:

- Instrument;
- Transaction type: BUY or SELL the base currency for the counter currency (quote currency), CLOSE the current position;
- Transaction amount (in unites of base currency);
- Transaction price.

6.11. The essential terms of a transaction can be agreed upon and confirmed by means of exchanging electronic messages through the Internet Trading System. Approval and confirmation of the essential terms of a transaction must be completed in the course of a single trading day.

6.12. The essential terms of a transaction are agreed upon on the basis of the Client’s order. The Client’s order specifies the currency pair, the volume of the transaction and its direction (BUY or SELL). The price at which the transaction can be executed at any given moment is broadcasted to the Client’s trading terminal. The transaction should be executed at this price unless the quote in the terminal has ceased to be valid due to market conditions.

6.13. If the Client attempts to make a transaction in a volume that is not a multiple of the minimum volume for the instrument (information regarding the minimum transaction volume is available on the Company’s site) or any criteria mentioned above is absent or set incorrectly, the Internet Trading System will not accept the order and will issue an error message.

6.14. If, due to market conditions, the quote in the terminal ceases to be valid, the transaction will not be executed at this price and the Client will receive a new price to execute the transaction (requote). The new price quote is only valid for a limited period of time. If the Client is satisfied with the new quote, he/she has 3 (three) seconds to confirm by clicking “OK.” Otherwise, the Client is deemed to have refused the transaction. If the Client clicks “OK,” the order to execute the transaction at the new price is sent to the server for standard processing. If the Client does not make a transaction at the new price, he/she will have to start a new order. The Client may set a Trading Range measured in pips, which is the distance from the price up to which the Client is prepared to make the transaction automatically.

6.15. The essential terms of transactions may be agreed upon by phone. Access to this service is regulated by conditions stated on the Company’s website.

6.15.1. 6.11.1. The Client must be positively identified before the essential terms of transactions may only be agreed on by phone. To identify himself/herself, the Client must tell the Dealer his/her account number and telephone password.

6.15.2. 6.11.2. The deal between the Company (represented by the Dealer) and the Client shall be considered effective when made by phone if the following conditions are met:

- approval of the essential terms of the transaction takes place only after completion of the Client identification procedure as described above;
- the Dealer repeats aloud the essential terms of the deal;
- after the essentials of the deal are repeated by the Dealer, the Client immediately confirms the order by pronouncing any of the following: 'Yes,' 'I confirm,' 'I agree,' 'Deal,' or any other word that serves as an unambiguous confirmation of the Client's consent.

6.15.3. The essential terms of a deal are considered approved of when the Client pronounces a word of confirmation. Only those essential terms that have been pronounced aloud by the Dealer shall be considered approved. If the Dealer fails to repeat the essential terms correctly, the Client must interrupt the Dealer and repeat the essential terms again.

6.15.4. While exchanging information and messages by phone, including the identification procedure, the Company shall record conversations using its own technology. If the Client wishes, he/she may also record the conversation using his/her own technology at his/her disposal. The Parties agree that the records of the telephone conversation between the Dealer and the Client made by the Company with the Company's technology and software and stored on magnetic or other types of storage, shall serve and be considered as sufficient evidence for use in the event that a dispute or misunderstanding arises, both in the event of legal claims or settlement out of court.

6.15.5. Deals for which the essential terms are approved by phone, as well as orders accepted by phone, shall be recorded in the Internet Trading System by the Dealer.

6.15.6. Account status information may be clarified by phone if a transaction is declined or if an error is discovered in the Internet Trading System.

6.16. If there are any positions open at the end of the Trading day, the Company shall unilaterally rollover the open positions. Open positions shall be rolled over a few minutes before the closing of the trading day.

6.17. The Company may unilaterally close the Client's open positions in the event envisaged by Clause 8.5 of these Rules.

7. Placing and Executing Orders

7.1. The MetaTrader4™ trading platform uses the following types of orders to open positions (pending orders):

- Buy Stop – the Client wants to buy at a higher price than the price available when the order is placed;
- Sell Stop – the Client wants to sell at a price lower than the price available when the order is placed;
- Buy Limit – the Client wants to buy at a lower price than the price available when the order is placed;
- Sell Limit – the Client wants to sell at a higher price than the price available when the order is placed;

The following types of orders are used to close positions:

- Stop Loss – the Client wants to close an open position at a price less profitable than the price available when the order is placed;
- Take Profit – the Client wants to close an open position at a price more profitable than the price available when the order is placed;

7.2. The Client may place a BUY or SELL order at any time during the trading day; if the order meets the condition specified in Clause 7.4 of these Rules, the Company undertakes to accept the order, which must contain all essential terms of the transaction listed in Clause 6.7 of these Rules.

7.3. The price indicated in the order must be at least 10 points away from the price broadcasted in the Quotation flow when the order placed (the minimum current Limit and Stop levels for each currency pair are listed in the Order window in the Client terminal). For BUY orders this difference is calculated based on the ASK price; for SELL orders it is based on the BID price. Limit and Stop levels go up during periods of extreme volatility and low liquidity: at night, around holidays, in advance of news, at the end of the trading day, and in other non-standard market situations.

7.4. In the pending order form, the Client specifies the instrument, volume, type of order and order level. The order is considered placed when the corresponding entry is made in the server's log file. Additional parameters such as Stop Loss and Take Profit levels and an expiration date may be added to a pending order.

7.5. An order may be placed/modified by filling out a form in the Internet Trading System or by phone.

7.6. If the Client attempts to place a pending order in a volume that is not a multiple of the minimum volume for the instrument (information regarding the minimum transaction volume is available on the Company's site) or any criteria mentioned above is absent or set incorrectly, the Internet Trading System will not accept the order and will issue an error message.

7.7. An order is active until it is cancelled by the Client, filled or until it expires (if an expiration date was indicated). An order cannot be cancelled once it is filled or once the quote price reaches the order price.

7.8. The Company fills orders as follows:

7.8.1. A Sell Stop order will be filled if the BID price broadcasted in the quote flow is less than or equal to the price specified in the order.

7.8.2. A Sell Limit order will be filled if the BID price broadcasted in the quote flow is greater than or equal to the price specified in the order.

7.8.3. A Buy Limit order will be filled if the ASK price broadcasted in the quote flow is less than or equal to the price specified in the order.

- 7.8.4. A Buy Stop order will be filled if the ASK price broadcasted in the quote flow is greater than or equal to the price specified in the order.
- 7.8.5. A Take Profit order for open long position will be filled if the BID price broadcasted in the quote flow is greater than or equal to the price specified in the order.
- 7.8.6. A Take Profit order for open short position will be filled if the ASK price broadcasted in the quote flow is less than or equal to the price specified in the order.
- 7.8.7. A Stop Loss order for open long position will be filled if the BID price broadcasted in the quote flow is less than or equal to the price specified in the order.
- 7.8.8. A Stop Loss order for open short position will be filled if the ASK price broadcasted in the quote flow is greater than or equal to the price specified in the order.
- 7.9. During periods of high volatility or low liquidity in advance of news or at the end of the week, the Company may place limits on the modification of pending orders.
- 7.10. In the event of a drastic change in the quotes for any given instrument when the current quote differs from the previous quote by several pips (tens of pips) ("gap") and market conditions make it impossible to fill an order at the exact order price, the order may be filled at the first price available to make this transaction in the quotation flow after the gap, instead of at the price specified in the order.
- 7.11. In the event of a drastic change in the quotes for any given instrument when the current quote differs from the previous quote by several pips (tens of pips) ("gap") and the Client has placed multiple orders for the instrument, the quotes of which are moving within a range, the orders shall be filled in the order of increasing ticket numbers.
- 7.12. In the event of a drastic change in the quotes for any given instrument when the current quote differs from the previous quote by several pips (tens of pips) ("gap") and the Client has placed an order for position opening and an order for position closing (Take Profit), whose quotes are moving within a range, the order for position opening shall be filled and the order for position closing shall be removed.

8. Procedure for Calculating Financial Results

- 8.1. Financial results (profit or loss) for all conversion operations carried out by the Client are calculated automatically for every quotation change.
- 8.2. The financial result is calculated using the formulas below:
- 8.2.1. For currency pairs where quote currency is USD:
- 8.2.1.1. For long positions: $V \times (R_{bid} - R_c)$,
- 8.2.1.2. For short positions: $V \times (R_c - R_{ask})$,
- 8.2.2. For currency pairs where quote currency is not USD:
- 8.2.2.1. For long positions: $V \times (R_{bid} - R_c) \times (\text{USD}/\text{XXX})$,
- 8.2.2.2. For short positions: $V \times (R_c - R_{ask}) \times (\text{USD}/\text{XXX})$,
- where
- V – is the position volume in base currency,
R_c – is the rate at which the position was opened,
R_{bid} – is the current BID quote for the currency pair,
R_{ask} – is the current ASK quote for the currency pair.
- A positive financial result indicates that the Client has made a profit; a negative financial result indicates a loss.
- 8.2.3. For CFD instruments
- 8.2.3.1. For long positions: $E \times (R_{bid} - R_o)$,
- 8.2.3.2. For short positions: $E \times (R_o - R_{ask})$,
- where
- E – amount of open position calculated in basic asset units,
R_o – exchange rate of transaction for opened position;
R_{bid} – the current quotation BID for the relevant instrument,
R_{ask} – the current quotation ASK for the relevant instrument.
- 8.3. The current financial result shall be registered in the Internet Trading System in the US dollar equivalent.
- 8.4. The financial result is posted when an open position is closed; any profit is credit to the Client's trading account and any loss is debited from the Client's trading account.

8.5. If the margin level becomes equal to or less than 20%, all open positions are forced closed at the quote(s) available in the quote stream at the moment the margin falls below 20%, without prior notification. Positions are closed on the first-come first-served basis with Clients' instructions; the first position to be forced closed will be the position with the highest current loss.

Losses are debited from the Client's account and the words "Stop Out" are entered in the notes for the forced close order. This rule takes precedence over any other orders.

8.6. If the Client's balance is negative after a forced closure, the Company shall deposit compensation to move the balance from negative to zero.

8.7. If any technical deficiency implies an inappropriate financial result on the trader's terminal the result calculated in accordance with formulas indicated in points 8.2.1., 8.2.2., 8.2.3. will be recognized as a correct one.

8.8. The spread for CFD instruments is floating and may narrow and widen during a trading session

8.9. There are daily breaks in CFD instrument trading sessions. If there is an attempt to make a transaction during the non-trading time for an instrument, the Internet Trading System will issue a message that the transaction cannot be completed. The non-trading time for each instrument is published on the Company's web-site.

9. Liability of the Parties

9.1. The Company shall indemnify the Client against any damages suffered by the latter through the Company's fault, i.e. as a result of the Company's failure to fulfill its obligations under this Agreement. All other damages and losses suffered by the Client shall be considered to be the result of his/her own actions or failure to act.

9.2. In the event of a system failure that leads to a non-market quotation (spike) appearance in the quotation flow, the Company shall indemnify the Client against the damages incurred as a result of this system failure, i.e. the Company shall reimburse the Client in full for the loss suffered by the latter as a result of this system failure. The Company also undertakes to preserve the Client's profit, received in relation to such system failures, but in the amount not exceeding \$500 per one account. The Company shall make an announcement regarding a system failure in "Internet Trading system".

9.3. The Company keeps daily account of mutual financial obligations of the Company and the Client on the Client's open positions and funds on the Client's trading account. Mutual financial obligations of the Company and the Client are funds on the Client's trading account, as well as current financial result (unrealized profit and loss) on the Client's open positions. In case of unforeseen circumstances, including technical failures, as well as other force majeure circumstances that make it impossible to define precisely the amount of the Client's current financial result (unrealized profit and loss) on open positions, mutual financial obligations of the Company and the Client shall be defined (calculated) based on the sum of cash funds on the Client's trading account and the Client's current financial result (unrealized profit and loss) as of 9 p.m. GMT on the previous trading day.

9.4. The Client shall indemnify the Company against any loss suffered by the Company through the Client's fault, including damage incurred as a result of the Client's failure to provide or untimely provision of any documents as envisaged by these Rules. The Client shall also be liable for any damage suffered by the Company as a result of the latter being provided incorrect or unreliable information in the documents, submitted by the Client.

9.5. The Company shall not indemnify the Client against any loss suffered by the Client as a result of hacker attacks or failures (breakdowns) of computer network, electrical power systems or telecommunications systems used directly to approve the essential terms of conversion transactions or to maintain the Company's other procedures, provided these failures take place through no fault of the Company.

9.6. The Company shall not be liable for the results of conversion transactions for which the Client based his/her decision on analytical materials furnished by the Company. The Client is aware of the fact that conversion transactions are associated with such risks as inability to receive expected return, and can also lead to loss of all or a part of the Client's funds.

10. Claims and Dispute Resolution

10.1. Any disputes and disagreements between the Company and the Client stemming from and in relation to the execution or results of the conversion deals or other related activities as envisaged by this Agreement and these Rules shall be settled by means of negotiations between the Parties. In the event the Parties fail to reach an agreement, the dispute shall be settled by the Financial Market Regulatory Commission (KROUFR) or shall be settled in court in accordance with the general procedure for complaints in dispute resolution.

10.2. Any complaints and claims shall be presented in writing. The complaint (claim) shall include the following: the claimant's demands, the claim amount and the procedure by which it was calculated; it should also describe

the grounds for the claim as well as evidence to support it; there should also be a list of documents and other evidence accompanying the claim and certified by the claimant, as well as any other information that might be necessary to settle claim.

10.3. Claims in relation to conversion operations must be filed by the Client no later than 3 banking days from the deed which served as grounds for the claim. The Client agrees that past-due claims shall not be considered.

10.4. Claims shall be sent by e-mail, registered mail, registered letter with declared value, telegraph or by any other communication method which will make it possible to register the fact of the claim's dispatch (including fax messages), or should be handed over against receipt. Claims shall be considered within seven banking days from the date of their receipt. In the event that a claim is not accompanied by the documents necessary for its consideration the above documents should be requested from the claimant with the submission deadline indicated. If the documents requested are not received by the time indicated the claim shall be considered based on the documents presented. Replies to claims shall be sent by e-mail, registered mail, registered letter with declared value, telegraph or by any other communication method which will make it possible to register the fact of the claim's dispatch (including fax messages), or should be handed over against receipt.

10.5. When disputes or claims arise and depending on the subject of the claim, the Company retains the right to partially or completely suspend transactions using the Client's accounts until the dispute is settled or until the Parties reach an interim agreement.

11. Alterations and Amendment to the Rules.

11.1. The Company may unilaterally alter or amend these Rules, the Trading Terms and Conditions and the Trading Accounts Servicing Tariffs.

11.2. Any amendments and alterations made by the Company to these Rules due to changes in legislation and regulatory control, as well as to trading system rules and agreements, shall become effective simultaneously with the changes in the above acts.

11.3. Any amendments and alterations to these Rules introduced by the Company on its own initiative shall become effective as of the date indicated by the Company.

11.4. To ensure that the Client is aware of all amendments and alterations to these Rules before the above amendments and alterations become effective, the Client undertakes to visit the Company's website at least once a week or to have his/her authorized persons to do so and to follow all amendments and/or alterations to these Rules.

11.5. Any amendments and alterations made to these Rules in compliance with the procedure of this Section shall, the moment they become effective, apply to all persons who have concluded the Agreement with the Company, including those Agreements concluded before the effective date of the amendments. If the Client does not agree with the amendments and alterations made by the Company to these Rules, the Client has the right to unilaterally terminate this Agreement before such amendments and alterations become effective.

12. The parties' details and signatures

The Company

FOREX CLUB INTERNATIONAL LIMITED,
P.O. Box 3321, Road Town, Tortola, British Virgin Islands
I.B.C. No: 597332

Director



 / Christalla Kirkillari

The Client

Name, Surname and Patronymic: _____

Passport No: _____

Address _____

_____ / _____

Appendix 1
to the Rules for Rendering Forex Services
(MetaFX)

TRADING TERMS AND CONDITIONS
(MetaFX)

		Notes
Minimum deposit	USD 200	
Leverage by currency pair	1:200	if total position is not more than USD 5 million
	1:100	if total position is greater than USD 5 million
	1:20	if total position is greater than USD 30 million
	1:100	fixed leverage for XAUUSD (gold) and XAGUSD (silver) instruments

Symbol	Full name	Spread (in pips)	Minimum transaction volume/ transaction increment	Pip value *	Margin requirement for 0.1 lot
EUR/USD	Euro / US dollar	Starting at 2	10,000 EUR	1	50 EUR
USD/JPY	US dollar / Japanese yen	Starting at 2,2	10,000 USD	***	50 USD
USD/CHF	US dollar / Swiss franc	Starting at 3	10,000 USD	***	50 USD
GBP/USD	British pound / US dollar	Starting at 3,2	10,000 GBP	1	50 GBP
USD/CAD	US dollar / Canadian dollar	Starting at 3,2	10,000 USD	***	50 USD
EUR/JPY	Euro / Japanese yen	Starting at 3,2	10,000 EUR	***	50 EUR
GBP/JPY	British pound / Japanese yen	Starting at 4,6	10,000 GBP	***	50 GBP
EUR/GBP	Euro / British pound	Starting at 2,4	10,000 EUR	***	50 EUR
CHF/JPY	Swiss franc / Japanese yen	Starting at 3,6	10,000 CHF	***	50 CHF
EUR/CHF	Euro / Swiss franc	Starting at 2,4	10,000 EUR	***	50 EUR
GBP/CHF	British pound / Swiss franc	Starting at 4,6	10,000 GBP	***	50 GBP
AUD/USD	Australian dollar / US dollar	Starting at 3	10,000 AUD	1	50 AUD
NZD/USD	New Zealand dollar / US dollar	Starting at 3,2	10,000 NZD	1	50 NZD
AUD/JPY	Australian dollar / Japanese yen	Starting at 3,6	10,000 AUD	***	50 AUD
EUR/CAD	Euro / Canadian dollar	Starting at 4,6	10,000 EUR	***	50 EUR
GBP/CAD	British pound / Canadian dollar	Starting at 6,9	10,000 GBP	***	50 GBP
AUD/CAD	Australian dollar / Canadian dollar	Starting at 4,8	10,000 AUD	***	50 AUD
AUD/CHF	Australian dollar / Swiss franc	Starting at 5,2	10,000 AUD	***	50 AUD
EUR/AUD	Euro / Australian dollar	Starting at 5,0	10,000 EUR	***	50 EUR
CAD/CHF	Canadian dollar / Swiss franc	Starting at 5,2	10,000 CAD	***	50 CAD
NZD/JPY	New Zealand dollar /	Starting at 4	10,000 NZD	***	50 NZD

	Japanese yen				
CAD/JPY	Canadian dollar / Japanese yen	Starting at 5,2	10,000 CAD	***	50 CAD
AUD/DKK	Australian dollar/Danish krone	Starting at 28,0	10 000 AUD	***	50 AUD
AUD/NZD	Australian dollar/New Zealand dollar	Starting at 8,6	10 000 AUD	***	50 AUD
AUD/SGD	Australian dollar/Singapore dollar	Starting at 6,4	10 000 AUD	***	50 AUD
CHF/NOK	Swiss franc/Norwegian krone	Starting at 17,2	10 000 CHF	***	50 CHF
CHF/SEK	Swiss franc/Swedish krona	Starting at 5,7	10 000 CHF	***	50 CHF
CHF/SGD	Swiss franc/Singapore dollar	Starting at 2,5	10 000 CHF	***	50 CHF
EUR/DKK	Euro/Danish krone	Starting at 9,0	10 000 EUR	***	50 EUR
EUR/NOK	Euro/Norwegian krone	Starting at 31,6	10 000 EUR	***	50 EUR
EUR/NZD	Euro/New Zealand dollar	Starting at 8,6	10 000 EUR	***	50 EUR
EUR/SEK	Euro/Swedish krona	Starting at 32,2	10 000 EUR	***	50 EUR
EUR/SGD	Euro/Singapore dollar	Starting at 7,7	10 000 EUR	***	50 EUR
GBP/AUD	British pound/Australian dollar	Starting at 7,4	10 000 GBP	***	50 GBP
GBP/DKK	British pound/Danish krone	Starting at 45,2	10 000 GBP	***	50 GBP
GBP/NOK	British pound/Norwegian krone	Starting at 34,3	10 000 GBP	***	50 GBP
GBP/NZD	British pound/New Zealand dollar	Starting at 7,9	10 000 GBP	***	50 GBP
GBP/SEK	British pound/Swedish krona	Starting at 33,1	10 000 GBP	***	50 GBP
GBP/SGD	British pound/Singapore dollar	Starting at 7,3	10 000 GBP	***	50 GBP
NOK/JPY	Norwegian krone/Japanese yen	Starting at 6,2	10 000 NOK	***	50 NOK
NOK/SEK	Norwegian krone/Swedish krona	Starting at 13,1	10 000 NOK	***	50 NOK
NZD/CAD	New Zealand dollar/Canadian dollar	Starting at 6,8	10 000 NZD	***	50 NZD
NZD/CHF	New Zealand dollar/Swiss franc	Starting at 6,8	10 000 NZD	***	50 NZD
NZD/SGD	New Zealand dollar/Canadian dollar	Starting at 5,0	10 000 NZD	***	50 NZD
SEK/JPY	Swedish krona/Japanese yen	Starting at 6,3	10 000 SEK	***	50 SEK
SGD/JPY	Singapore dollar /Japanese yen	Starting at 5,0	10 000 SGD	***	50 SGD
USD/DKK	US dollar/Danish krone	Starting at 16,3	10 000 USD	***	50 USD
USD/NOK	US dollar/Norwegian krone	Starting at 31,5	10 000 USD	***	50 USD
USD/SEK	US dollar/Swedish krona	Starting at 35,9	10 000 USD	***	50 USD
USD/SGD	US dollar/Singapore dollar	Starting at 5,7	10 000 USD	***	50 USD

XAUUSD** **	Gold	Starting at 50	10 troy ounce	0,1	0,1 oz tr
XAGUSD** **	Silver	Starting at 5	500 troy ounce	5	5 oz tr

* In USD per 0.1 lot

** Varies. The current spread is available in the Internet Trading System

*** The following formula is used to calculate pip value in USD:

Pip value = (Lot * Pip) / Exchange rate of quote currency to USD

****Non-trading time for each instrument may vary depending on non-working days on the relevant exchanges.

Non-trading time for such instrument is 16:59:00-18:05:00 New-York time daily.

The terms and conditions for clients from Continental China are available on the website www.forexclub.biz

In the event of extreme market volatility, the spread for currency pairs may be increased.

Keep in mind that such increases are very rare, usually happening during emergency situations in issuing states.

For example:

terrorist attacks at the national level; natural disasters leading to the declaration of a state of emergency in affected areas; declaration of war or military action; currency intervention by government organizations; political events: dismissal and appointment of members of government, etc.; financial crises; publication of important news.

FOREX CLUB may reduce spread during special promotions.

THE PARTIES' DETAILS AND SIGNATURES

The Company

FOREX CLUB INTERNATIONAL LIMITED,
P.O. Box 3321, Road Town, Tortola, British Virgin Islands
I.B.C. No: 597332

Director



 / Christata Kirkillari

The Client

Name, Surname and Patronymic: _____

Passport No: _____

Address _____

_____ / _____

Appendix 2
 to the Service Agreement (MetaFX)

TRADING ACCOUNT SERVICING TARIFFS

Service	Tariff	Comments
Deposit to trading account: - wire transfer - credit/debit card - account deposit card - electronic money transfer (WebMoney, RBK-Money, Eleksnet, OSMP, IBOX)*	Electronic transfer system commissions apply**	When transferring funds in currency other than US dollars, the amount transferred shall be converted to US dollars at the exchange rate as of the moment when the funds are credited to the trading account. The Company updates exchange rates on a daily basis.
Withdrawal from trading account: - wire transfer - electronic transfer via WebMoney	USD 10*** 0.8%****	When transferring funds in currency other than US dollars, the amount transferred shall be converted to US dollars at the exchange rate as of the moment when the funds are debited from the trading account. The Company updates exchange rates on a daily basis.
Transferring funds between trading accounts (StartFX, ExpertFX, ActiveFX, MetaFX) under the same FXbank username	USD 5	Fund may only be transferred between trading accounts (StartFX, ExpertFX, ActiveFX, MetaFX) that belong to the same Client and within the same Internet Clearing System entry. An Internet Clearing System entry results from the Client's registration in the Internet Clearing System; there are separate and unique access codes for each entry.
Active account servicing	Free of charge	The account is considered active if in the last one hundred and eighty (180) calendar days at least one operation in relation to it has been initiated by the Client (replenishment/withdrawal of funds, issue/cancellation of an order, etc.).
Servicing of an inactive account	5 USD per month	If in the last 180 calendar days no operations in relation to the trading account have been initiated or carried out by the Client and if all positions in relation to the account in question are closed, on the first day of the following calendar month and afterwards monthly the inactive account servicing tariff shall be written off the account until an operation is carried out in relation to it. In case it is impossible to write off the commission (the Client has insufficient own funds), the Client shall be excluded from participation in bonus programs, and bonus funds (not subject to withdrawal) shall be written off the Client's account.

Notes:

- * - When transferring funds to trading accounts via WebMoney (WMR), the minimum transaction is RUB 15.
- ** - See terms and conditions for compensation in the Internet Trading System, section Account Deposits.
- *** - When withdrawing funds from trading accounts by wire transfer, a commission fee shall be payable from the amount indicated in the order (application to withdraw funds). When transferring funds in US dollars or Euros, the commission fees of the correspondent banks participating in the transfer (if any) may be retained from the amount in question, as well.
- **** - When withdrawing funds from trading accounts via WebMoney, a commission fee shall be payable from the amount indicated in the order (application to withdraw funds). The minimum is USD 2 (two) and the maximum is USD 50 (fifty).

If the Client executes transactions that are deemed suspicious by the Company (depositing funds to a trading account and subsequently withdrawing the funds without executing trading transactions, or by using suspicious schemes while executing transactions), the Company retains the right to charge the Client's trading account for the Company's expenses depositing/withdrawing funds to/from the Client's trading account.

THE PARTIES' DETAILS AND SIGNATURES

The Company

FOREX CLUB INTERNATIONAL LIMITED,
P.O. Box 3321, Road Town, Tortola, British Virgin Islands
I.B.C. No: 597332

Director


_____/ Christalla Kirkillari



The Client

Name, Surname and Patronymic: _____

Passport No: _____

Address _____

_____/_____/_____

RISK STATEMENT

The goal of this Warning is to inform the Client of the risks associated with trading operations in the international financial markets as well as to inform the Client of a possibility of financial losses due to the above risks. The Warning does not comprise all potential risks, since the number of such situations is enormous.

1. When carrying out conversion deals even relatively slight fluctuations in the exchange rate can have a considerable impact on the Client's trading account due to the credit lever effect. If the market situation is not favorable for the Client's position, he/she can suffer losses in the amount of the initial deposit and any additional funds deposited to secure the open positions. The Client shall bear all the risks and shall be responsible for the use of financial resources and the choice of a trading strategy.
2. A number of instruments can undergo considerable price fluctuations within one trading day, which implies a high risk of both gains and losses.
3. The Client shall bear the risks of financial losses suffered due to failure (breakdown) of information, communication, electrical power and other systems.
4. The Client agrees that in a situation different from a regular market situation, the time for processing the Clients' orders can increase.
5. The Client shall bear the risks of financial losses suffered due to force majeure.

When planning and carrying out high-risk operations you should be always aware of the fact that in actual practice the result achieved can differ from what was planned (or expected); this deviation can be either positive or negative and shall depend on a whole range of circumstances in a particular situation. The result of your activities will depend on how well you can take these into account.

In light of the foregoing, the Company recommends that you carefully review whether or not the risks inherent in trading on the financial markets are acceptable for you based on your goals and financial ability.

This Warning is not intended to make you refuse to trade on the Forex market, but is intended to help you assess the risks related to Forex operations and to choose the best strategy for your Forex activities.

THE PARTIES' DETAILS AND SIGNATURES**The Company**

FOREX CLUB INTERNATIONAL LIMITED,
P.O. Box 3321, Road Town, Tortola, British Virgin Islands
I.B.C. №: 597332

Director



/ Christalla Kirkillari

The Client

Name, Surname and Patronymic: _____

Passport No: _____

Address _____

_____ / _____ / _____