

The Client Agreement

General

Forex Optimum Company, hereinafter referred to as Company, provides service "Personal Cabinet" (hereinafter "PC") on the terms of this public offer (hereinafter "Agreement") to any legal entity and an individual (other than persons without citizenship, individuals who are not the age of 18, as well as citizens and legal entities of countries in which the Company does not provide a specific service) (hereinafter referred to as "Client"). This Agreement has an addendum "Regulation on Rules of trading operations," which is an integral part of the Agreement of the public offer and describes procedure of making deals on the trading account of the Client.

Complete and unconditional acceptance of the terms of this Agreement is completed registration form to open a trading account with the Company, which is available on the official website of the Company and the replenishment of your account in accordance with established company procedure.

With respect to any transaction in the 'PC' or the Trading Platform Client and the Company act as principals, and the Company does not act as agent on behalf of the Client. This means that while the Company does not come with the Client to the other agreement, the Client is solely and directly responsible for the performance of any of its obligations on operations conducted in PC or the trading platform. If the client is acting on behalf of someone, then, regardless of whether that person is identified or not, the Company does not accept him as a client and has no responsibility towards him, except in cases when it has been agreed and spoken about.

This Agreement is made in the form of an electronic document and does not require a signature. It will enter into force on the date of its acceptance by the Client. The agreement can be translated into all the languages in which the Company translated the official website: www.forexoptimum.com

That translation will only be informative. In case of any discrepancy between the English language version of this Agreement and its translation, the priority will be given to the English version.

An integral part of this Agreement are the following documents:

- a) Regulation on Rules of Trading Operations
- b) Terms and Definitions
- c) Credit Policy

1. Services of the Company

1.1. Services of the Company are any interactive programs and services offered by the Company, which allow the Client:

- To contact the company or authorized third-party service supplier;
- To receive information and quotes from the company or an authorized third party service provider;
- To make transactions in the financial markets through the Company by means of the trading terminal (software) "MetaTrader 4.0", which includes electronic data sent by the client to the company with a personal home or professional computer connected to modem or other device of authorized to data network appointed by the Company.

1.2. Accepting this Agreement, the Client confirms that he is familiar with the rules of communication, and agrees that he is entitled to give instructions only via the client terminal or telephone. The Client has the right

to order by phone through an agent only when it is impossible to give such order from a client terminal for technical reasons. To do this, you have to contact a representative of the department of trade operations, to inform him of trading account number, investor password and all details required for execution of transaction – the name of the trading instrument, the volume of transaction, type of order (immediate or pending), etc. Acceptance of any order by the dealer by phone will be made legal under the following conditions:

- Essential terms of instructions are repeated (spoken aloud) by the Dealer after the Client,

- The Client after the Dealer completes repeating the terms has confirmed the essential terms of the Order. Negotiations with the officers of the trade operations department can be conducted in Russian or English.

1.3. Services include a package of information programs "MetaTrader 4", means of technical analysis and services of any third party information provider, together with the services offered by the Company.

1.4. Client acknowledges that the Company may change, add, rename, or leave unchanged the Company services offered under this Agreement without prior notice. The Client also acknowledges that the Agreement applies to the services that can be changed, added or renamed in the future, in addition to the Services that are provided to the Client now.

1.5. In respect of trade operations of the customer, the Company only performs execution without providing asset management and giving recommendations. A company can execute the order and request of the Client despite of the fact that such trading may not be suitable for the client.

1.6. Company is not required, except in cases as provided in this Agreement:

- To monitor and inform the Client of the status of its trading operation;
- Close any open position of the Client;
- Execute attempts to perform the Client instruction on quotes different from quotes offered to the Client through the platform.

1.7. The Company's services do not include advising and providing information that could motivate the customer to perform transactions. In some cases, the Company may, at its discretion, provide information, guidance and advice to clients, but in this case it will not be responsible for the consequences and profitability of such recommendations and advice to the Client. Preserving for the Company the right to cancel or close any position of the Client under certain conditions as described in this Agreement or the Regulations, all transactions made by the Client as a result of such inaccurate information or errors, however, remain in force and are binding, as with the Client and the Company.

1.8. Work on the account is performed in accordance with the "Regulation on Rules of Trading operations," which is available on the official website of the Company.

1.9. Client's use of non—commercial operations for profit within the Personal Cabinet of the client is not allowed.

1.10. Deposit operations as well as operations for fund withdrawal are made in the currency provided for this type of account, via an appropriate interface Personal Cabinet of the client, located at: www.forexoptimum.com

2. Deposit/Withdrawal of funds

2.1. Client can withdraw funds from his account using a payment system, a list of which is provided in the Personal Cabinet of the client.

2.2. For withdrawal of funds via electronic payment systems, withdrawal is possible only to the same system and to the same details in the system, from where trading account was replenished and in the same currency in which it was replenished. If the trading account was

replenished by different input methods, in multiple currencies and with different details, withdrawal should be in proportion to the ratio.

2.3. If you change for any reason a Client details inside payment system, the Client is obliged to notify the Company by email at the client department of the company, with the application scanned image document certifying the identity of the customer. Otherwise, the company has the right to deny in the withdrawal of funds on the changed details.

2.4. Withdrawal of funds is carried out within the time individual for each payment system, but, in some cases, data may be increased by up to 14 working days, except as set forth in paragraph 6.10 this Agreement.

2.5. Fund depositing to the trading account of the client can be made by any of the methods available on the company website.

2.6. The client agrees that in case of failure of the software may be delays in funds being credited to your trading account.

2.7. The company does not charge for deposits and withdrawals from the trading accounts of customer.

3. Confirmation of the Client personality

3.1. The Company has the right to require the Client to confirm the reality of the registration data you entered when opening an account. For this, the Company may at any time ask the client to provide an electronic copy of a passport or a copy certified by a notary or other documents (at the discretion of the company).

3.2. For withdrawal of funds clients need verification.

3.3. In case when since the moment of account opening, any client registration data (name, address or telephone number) have changed, the Client agrees to immediately notify the Company with a request to change the data.

3.4. Client acknowledges that the registration data, indicated by him when opening a trading account can be used by the Company in the fight against money laundering.

3.5. Client is responsible for the authenticity of the submitted documents (copies) and recognizes the right of the Company, in the event of doubt as to their authenticity, contact the law enforcement authorities of the country of the issuer of the document to verify its authenticity and, upon detection of forgery fact, attract customer to account in accordance with the laws the country of issue of the document.

4. Communications

4.1. To communicate with the Client the company can use:

- a) the internal mail of the trading platform;
- b) e—mail;
- c) facsimile transmission;
- d) telephone;
- e) mail postage;
- f) ad in the "Company News" section on the company's website.

The company will use client information, said at the opening of an account or amended in accordance with paragraph 4.3 of this Agreement. The Client agrees to receive information from the Company at any time.

4.2. Any correspondence (documents, announcements, notices, statements, reports, etc.) are deemed received by the Client:

- a) one hour after sending his e—mail address;
- b) Immediately after sending the internal mail of the trading platform;
- c) immediately after sending the fax;
- d) immediately after the telephone conversation;

- e) within seven calendar days from the date of mailing by post;
- f) an hour after the announcement is published in the section "Company News" on the company's website.

4.3. Customer will immediately notify the Company of changes in contact information about himself.

4.4. Each trading operation of the client is acknowledged in a report on the trade transactions per day (confirmation), which is sent to the e-mail of the client on the next working day after the execution. If the client has detected an error in the report or did not receive it (although he made trades), he is obliged to formulate a complaint and send it to the Division for consideration of complaints and disputes in accordance with section 8 of this Agreement.

4.5. The first of each month a report of all transactions in the past month (statement) is sent to the client e-mail.

4.6. Customer acknowledges that his telephone conversations with the Company may be recorded on magnetic or electronic media. These records are the property of the Company, and may serve as evidence of customer orders.

5. Responsibility

5.1. Client warrants that:

- Data in the registration form is true and belongs to the owner of the account;
- He will be fully responsible for the confidentiality and use of your user name and passwords
- He agrees to be solely responsible for all activities that result from the use of user names and passwords;
- He agrees to be solely responsible for all activities, including transactions in the financial markets;
- He agrees that the Company may record on film or digital media, oral or telephone conversations with the client in order to confirm them.

5.2. The company guarantees that the information provided by the Client in the Registration Form, will be confidential and will not be disclosed. In the event of such disclosure, arising disputed situation is solved in accordance with this Agreement.

5.3. The Client agrees that the Company or any third party involved in the provision of the Services to the Client will not be liable for any malfunction of the telephone network, the Internet, scheduled maintenance, alteration, any events or circumstances beyond the control of the Company, as well as a provider of media or any third party involved in the provision of services to the Client.

5.4. The client agrees that in the event that the Company has reason to believe that a trading account of the Client is used for the laundering of funds or account holder hides or provides deliberately false registration information, the Company reserves the right to suspend all operations on the trading account for the necessary checks to complete explanation of the circumstances. Under the necessary checks refers to the following operations: check of the registration data and identification of the client, check of the history of deposit, etc. The company may also initiate a review if there is reason to believe that trading operations in the Client's trading account were carried out in violation of this Agreement.

5.5. Client agrees that the Company, within the scope of the anti-money laundering, has the right to request from the Client details of the bank account opened in the name of the client with the imposition of restrictions on withdrawals by bank transfer only up the account. In case of refusal of the Client to provide data details, the Company has the right

to block all operations on the account until the date when the information is available.

6. The authority and responsibility of the Company and the Client

6.1. The client has the right to:

- to trade on the open Client trading account strictly on the basis of this Agreement, and “Regulation on Rules of trading operations”;
- receive all correspondence and documents related to the trading account via the Personal Cabinet of the client, or by internal mail to the trading platform, or to the contact information which was indicated in a profile in the Personal Cabinet of the Client;
- replenish trading account or withdraw funds from it in accordance with provisions of this Agreement;

6.2. Client acknowledges that the market recommendations and information communicated to the Client by the Company or by any person within the company, are not a proposal to make a trade.

6.3. Client is informed and agrees that the Company will not be liable for the acts or failure to act of the Client to implementing the trade operations on its own trading accounts.

6.4. The Client is solely responsible for the status of his client profile and trading accounts.

6.5. Client warrants Company protection against various liabilities, costs, claims, damages, which may occur both directly and indirectly due to Client’s failure to fulfill its obligations under this Agreement and the “Regulation on Rules of trading operations.”

6.6. Client agrees to: provide copies of documents confirming his registration information, at the request of the Company, and ensures that all information provided to the company by the client, is true, correct, and complete. The client notifies the company about all changes of this information immediately.

6.7. Client warrants that:

- he will be fully responsible for the privacy when using the user name and passwords;
- he agrees to be solely responsible for all activities, including transactions in the financial markets;
- he will ensure the safety of his credentials and passwords. In case of loss or transfer of this data to third parties, the responsibility lies squarely on the customer.

6.8. The Client agrees that the Company or any third party involved in the provision of the Services to the Client will not be liable for any malfunction of the telephone network, the Internet, or any of the events and circumstances that are independent of the Company, as well as a provider of media or any third party involved in the provision of services to the Client.

6.9. The Client agrees that the Company, within the scope of the anti—money laundering, the Company has the right to request from the Client details of the bank account in the name of the client, with the imposition of restrictions on withdrawals by bank transfer only up the account. In case of refusal of the Client to provide details of data information, the Company has the right to block all transactions on the account until the date when the information is available.

6.10. The client agrees that in the event that the Company has reason to believe that a trading account is used for the laundering of funds or account holder hides or provides deliberately false registration information, as well as if there is reason to believe that the trading in the account client were carried out in violation of this Agreement, the Company reserves the right to suspend all operations on the trading account for the necessary checks to be done (check the registration data and verification of personality of the client, check the history of deposit, etc.), until full clarification is available.

6.11. The company:

- is not a provider of communication services, and cannot assume responsibility for failure to fulfill any obligations due to disruptions in the communication channels;
- does not restore the moral damage to the Clients.

6.12. The Company, in its sole discretion, can provide information, advice and guidance to clients, but in this case it will not be held liable for the consequences and profitability of such recommendations and advice to the Client. The Client acknowledges that in the absence of fraud, willful default or gross negligence, the Company will not be liable for any loss, costs, expenses and losses of the Client received as a result of the inaccuracy of information provided by the Client, including but not limited to, information on trading activities of the client.

6.13. Company will not be liable to the Client for any loss, losses, lost profits, lost opportunities (because of possible motions of the market), expenses or damages under the terms of this Agreement, unless otherwise specified in the "Regulation on Rules of trading operations."

6.14. The Company reserves the right to change or modify this Agreement, followed by notice to the Client.

6.15. The company guarantees that the information provided by the Client in the Registration form, will be confidential and will not be disclosed.

7. Termination of the Agreement

7.1. This Agreement is made in the form of an electronic document and does not require a signature. It enters into force on the date of its acceptance by the Client.

7.2. This Agreement will cease to have effect in case of:

- the complete withdrawal of funds by the Client from his trading account, which results in termination of relations governed by this Agreement and the "Regulation on rules of trade operations";
- break by the Client of terms specified in this Agreement, the Company will have the right to terminate unilaterally notifying the Client of such termination. Termination will not cancel the obligations from the side of the Company and the Client that have arisen under this Agreement or the "Regulation on Rules of trading operations", including in respect of open positions or operations on withdrawal/deposit of money to the trading account of the Client.

7.3. In the event if the Company terminates the activities governed by this Agreement:

- The company warns the Client for the month prior to such termination;
- The Company will pay the Client's funds to the Client, which are on the trading account at the time of termination.

7.4. Client agrees that the Company reserves the right, in its discretion, to suspend or terminate all or part of the Client's access to the Company services with further notification. In such a case, this Agreement is considered terminated since the moment of termination of the provision of services to the Client.