

Rules for performing transactions with non-deliverable financial instruments

Version 1.0 – Last updated: June 2021

Approved

By written order of the director
of Growth Capital LLC

от «__» _____ 2021 г. No__

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Risk Warning: Contracts for difference ('CFDs') are complex financial products with speculative character, the trading of which involves significant risks of loss of capital. Trading CFDs, which are marginal products, may result in the loss of your entire balance. Remember that leverage in CFDs can magnify your profits as well as your losses. You should not deposit more than you are prepared to lose. You should ensure you fully understand the risks involved before entering into an agreement and start using the Trading Platform.

1. Introduction.

1.1. This Rules for performing transactions with non-deliverable financial instruments (hereinafter – the "Rules") developed based on the Decree of the President of the Republic of Belarus dated 4 June 2015, No. 231 "On the implementation of activities in the OTC Forex market" and other regulatory legal acts of the Republic of Belarus and the applicable rules of international law governing the exercise of the activities in the OTC Forex market.

1.2. This Rules defines the procedure for clients of Growth Capital LLC (hereinafter - "we", "Growth Capital", "Forex Company") on trading or performing operations with non-deliverable financial instruments (hereinafter referred to as "Operations"). Growth Capital LLC is regulated by the National Bank of the Republic of Belarus.

1.3. All the transactions or operations are over-the-counter.

1.4. Every Transaction has two parts – opening and closing of the position. There are no obligations to buy (sell) the underlying asset, but the Client should pay (or receive) the amount of the difference between the price of the underlying asset at the time of opening the position and the price of the underlying asset at the time of closing the position.

1.5. We will execute the Client's orders in accordance with the Regulations on submitting, processing and executing Client's orders to fix the price of the underlying asset when performing transactions with non-deliverable financial instruments.

1.6. The client's Agreement regulates the precise terms and conditions between you as a Client and the Forex Company.

1.7. The interaction of the Client and the Forex Company is carried out through the Trading Platform.

1.8. The Client must carefully read the provisions of these Rules before agreeing to them. If you do not understand any point of these Rules, please contact us for more information.

2. Definitions.

The Forex Company and the Clients shall use the following terms and definitions:

The account shall mean the Client's account with a unique number, opened in the Platform for an accounting of deposit and the results of the transactions completed by the Client.

Account currency shall mean the currency in which all transactions in the Client's account are nominated and calculated.

Ask shall mean the higher price in the quote—the price at which the Client can buy a financial instrument.

The bid shall mean the lower price in the quote—the price at which the Client can sell a financial instrument.

Base currency shall mean an FX Contract, the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

Buy shall mean a Transaction in FX and other CFD that is opened by offering to buy a specific number of a particular Underlying Asset and may also be referred to in our dealings with you in FX and other CFDs a "long" or "Long Position".

The contract for Difference or CFD shall mean the Financial Instrument which is a contract between the parties (typically described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

Client shall mean the individual or the legal entity that has concluded the Agreement on performing transactions in non-deliverable OTC financial instruments with the Forex Company.

Close at Loss shall mean an offer to close a Transaction in an FX and other CFD position at a price determined in advance by you, which, in the case of a Buy, is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

Close at Profit shall mean an offer to close a Transaction in an FX and other CFD position at a price determined in advance by you, which, in the case of a Buy, is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

Currency pair shall mean the object or Underlying Asset of an FX Contract based on the change in one currency's value against the other. A Currency Pair consists of

two currencies (the Quote Currency and the Base Currency) and shows how much of the quote currency is needed to purchase one Base Currency unit.

The difference shall mean in an FX and other CFD the difference in price upon the opening of a Transaction and the closing of such Transaction.

Floating profit/loss shall mean unrecorded profits (losses) on open positions at current quotes' values.

The financial instrument session is when conducting Transactions in non-deliverable OTC financial instruments is allowed in the Platform.

FX Contract or FX shall mean the type of CFD where the Underlying Asset is a Currency Pair. Hence, any mention to CFDs in this Agreement also covers FX Contracts. Although FX Contracts are included in the definition of CFDs, they may be mentioned separately in this Agreement and/or on the Company Website and various Company policies.

Initial Margin shall mean the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

Locked positions shall mean long and short positions of the same volume, opened for the same instrument on the same account.

Long position shall mean for FX, and another CFD trading shall represent a buy position that appreciates if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

Log file shall mean the file in which, up to a millisecond, all requests and instructions received from the Client, as well as the results of their processing, are recorded.

Maintenance Margin shall mean the minimum amount of money required in your Trading Account as specified on the Trading Platform in order to keep a Transaction open on the Trading Platform.

Margin shall mean the Initial Margin and the Maintenance Margin collectively.

Margin Call shall mean a suggestion by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements in order to be able to maintain an open position.

Marginal leverage shall mean the ratio of the amount indicated in the Client's order on fixing the price of the underlying asset when opening a position and the amount of deposit used to maintain the open positions.

Market Order shall mean Orders which are executed at the best available market price.

Non-market quotation – a quotation that meets the following conditions in common: a) the presence of a price gap, which in the opinion of the Forex company is significant at a given time; b) the return of the price within a short period of time to the initial level with the formation of a price gap; c) the absence of rapid price dynamics before the appearance of this quotation; d) the absence at the time of macroeconomic events and/or corporate news that have a significant impact on the price of the underlying asset. Forex company has the right to remove from the database of quotations on its server and in the Platform information about non-market quotation, not to open or close positions on this quotation, and in the case of a Transaction on

this quotation (opening or closing a position) – to cancel this Transaction without incurring obligations between the parties to the Agreement

Normal Market Size shall mean the maximum number of Underlying Assets that we believe, in our sole discretion, an Underlying Market trading in such an Underlying Assets can comfortably handle, having regard, if appropriate, to the normal market size set by such as Underlying Market or any other equivalent or similar level set by the Underlying Market on which the Underlying Assets is traded.

Open Position shall mean any CFD position (buy and / or sell) which has not been closed.

An operational day shall be the time interval from 00:00:00 to 23:59:59 UTC+3, except for days off and holidays.

Operational time shall mean the time interval within the operational day. According to the Platform, it is possible to perform Operations and send orders for specific types of underlying assets.

An order shall mean an instruction from the Client to trade in FX and other CFDs; for FX and other CFD, it means a Close at Loss or Close at Profit order.

Overnight rollover fee shall mean the remuneration paid for the transfer of an open position to the next day (trading day).

Quote shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

Quote Currency shall mean in an FX Contract the second currency in the Currency Pair, which can be bought or sold by the Client for the Base Currency.

Pip shall mean in an FX and other CFD Transaction one-hundredth of one percentage point.

Position shall mean your position in relation to any FX and other CFD currently open on your Trading Account.

Sell shall mean an FX and other CFD Transaction that is opened by offering to sell a specific number of a particular Underlying Asset and may also, in our dealings with you, be referred to as a "short" or "short position".

Slippage shall mean the difference between the requested price of a Transaction in a CFD and the price the Transaction is executed at. When an Order is presented for execution, the specific price requested by the Client may not be available; therefore, the Order will be executed close to, or a number of pips away from the Client's requested price. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example, due to news events), making an Order at a specific price impossible to execute, when market orders are used, and also when large orders are executed when there may not be enough interest at the desired price level to maintain the expected price of a trade.

Software shall mean the software provided by us, which you will need to download to use the Trading Platform.

Spread for FX and other CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in an FX and other CFD at that same moment.

Stop Loss Order shall mean the Client's order in case of a change in the price of the underlying asset unfavourable to the Client to fix losses, to close a specific open position when the current price of the underlying asset reaches the established price

level (the Stop Loss level). Simultaneously, the order is fulfilled at long positions at the bid price (Bid) and short positions - at the demand price (Ask).

The Stop Out level shall mean the minimum value of the Forex Company's Margin level, upon reaching which the Client's open positions are forcedly closed (due to insufficient funds to maintain them) by self-fixing the price of the underlying asset. These Rules and the Agreement shall determine the procedure for the forced closure of the Client's positions. The Stop Out levels shall be set in the Platform parameters.

Swap or Rollover for FX and another CFD trading shall mean the interest added or deducted for holding a position open overnight.

Take Profit order shall mean the Client's order in case of a favourable change in the price of the underlying asset for profit-taking to close a specific open position when the underlying asset's current price reaches the set price level (Take Profit level). Simultaneously, the order is fulfilled at long positions at the bid price (Bid) and short positions - at the demand price (Ask).

Trading Account shall mean the Client's exclusive personalized account consisting of all the Open Positions and Orders of the Client, the Client's balance, and deposit/withdrawal transactions of the Client money. More information on the various types of Trading Accounts offered by the Company from time to time and their particular characteristics and requirements may be found in the Website.

Trading Platform shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in FX and other CFDs via the Trading Account.

Trailing Stop in FX and another CFD trading shall mean a stop-loss order set at a percentage level below the market price - for a Long Position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price does not change, and a market order is submitted when the stop price is hit.

Trading Hours shall mean the trading hours as set forth on the Trading Platform for a particular Underlying Asset.

The transaction shall mean either the opening or closing of an offer to either buy or sell FX and other CFD for an Underlying Asset on the Trading Platform, whether by you or us.

Underlying Asset shall mean the object or underlying asset in a CFD, foreign currency, precious metals, oil, securities, stock index values, and futures contracts. The full list of financial instruments offered to Clients is specified under the link below. This list is an inseparable part of these Rules.

Underlying Market shall mean the relevant market where the Underlying Asset is traded such as securities or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities or alternative trading systems for Financial Instruments or Underlying Assets.

3. The Procedure and Sources of Obtaining the Forex Company Quotes

3.1. According to the relevant Agreement concluded, we take the information about the quotes (prices) from liquidity providers.

3.2. The quotes published on the platform by all financial instruments are indicative and displayed in real-time mode, generated by market conditions and liquidity providers' liquidity. Current quotes in the Forex Company's Platform may differ from those received from other sources.

3.3. You acknowledge that all prices and Quotes shown on the Trading Platform are indicative only of actual trading prices in Normal Market Size and are subject to constant change. The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Company's Quotes will reflect what the Company thinks to be the current Bid and Ask price of the applicable Underlying Asset at that time.

3.4. Company's liquidity provider is Mount Nico Corp Ltd (Cyprus).

4. Remunerations of the Forex Company (types and calculations).

4.1. The Forex Company shall be entitled to charge the following types of remuneration from the Clients for the Clients' Transactions: overnight rollover, spread, withdrawal fee, monthly maintenance fee, inactivity and/or dormancy fees. The fees shall be charged out of the client's deposit amount in the Account currency.

4.2. An overnight rollover will be applicable if the positions will be transferred to the next trading day. The amount of the overnight rollover depends on many factors, the main of which are as follows: current market interest rates on central bank loans in national currencies, the price dynamics of the underlying asset for which the Transaction is made, the state of the forward market, the overnight rate of the liquidity provider. The amount of the overnight rollover is set as a percentage. The amount of the overnight rollover shall be specified in the Platform and website.

4.3. Spread shall mean the difference between Ask and Bid of an Underlying Asset in a FX and other CFD at that same moment. All financial instruments have a floating spread. The spread size is displayed in the Platform in points and affected the financial result from the completed Transaction at the moment of closing the position.

5. Personal Account

5.1. In the event that we accept you as our Client, we shall open a Trading Account in your name which will allow you to place Orders on our Trading Platform. It is agreed and understood that the Company offers different types of Trading Accounts, which have different margin Requirements and characteristics.

5.2. In order to access the Trading Account, you will be asked to enter your Account Credentials issued by us to you which are confidential and shall be used solely by you.

5.3. To access the Platform for the first time, you should fill in the questionnaire, provide the documents required, pass the identification procedure, read carefully and accept the documents proposed by the Company. If the Client has already created an account in the Platform, you need to click the "Login" button on the Forex Company website. The Client must enter the login (email address) and

password in the appropriate fields and click the “Login” button. In order to ensure information security, the password entered is displayed as a sequence of points.

5.4. All the actions with your personal account will be logged.

Client can access to the Platform and the Personal Account 24/7.

The Personal account consists of the following sections:
Trading Area– contains information about your account (balance, equity, free margin, status, option to add practice (demo) account.

Payment History – contains subpages “Deposit” – main or additional payment, bank card details, “Withdrawal” with a request form for withdrawal, “History” page with a processing requests and transaction history.

Deposit – Allows the client to deposit funds via different methods.

Withdrawal – submit withdrawal request.

Verification Centre – contains your documents.

Preferences – shows platform preferences for trading.

Contact/Chat with Us – contains a form to contact our support team.

My Profile – shows information about your personal account, also allows you to change your password and protect your account.

Language – provide you options with the languages supported by our company.

In the sections and subsections of the Personal account, the Client can perform the following actions during the execution of the operation initiated by him; in this case, the Company will also perform the appropriate actions:

Client's action:

In the "**Trading Area**" page, the Client can:

- view currency of the account, Balance, Equity, Used Margin, Free Margin, Credit, Open P&L, Account ID
- Open and access the practice (demo) account.
- access the Trading platform by clicking the "Trade" button
- Go to the "Withdrawal" or "Deposit" pages.
- Communicate with the Support team by selecting "Contact Us" afterwards select "Chat With Us".

In the "**Deposit**" page, the Client can:

- To top up the account via the "Deposit" page: select payment method and add card details, define an amount of the deposit.
-

In the "**Withdrawal**" page, the Client can:

- Withdraw money via the "Withdrawal" subpage: submit the withdrawal amount.

In "**Payment History**" client can:

- View Transaction History and other Requests on Progress.

Company's actions:

In the "**Trading Area**" page, the Forex company will:

- provides information about currency of the account, Balance, Equity, Used Margin, Free Margin, Credit, Open P&L, Account ID
- Open the practice (demo) account for the Client.
- Provide an access to the Trading platform if the Client clicks the "Trade" button.
- Redirect the Client to the "Withdrawal" or "Deposit" pages.
- Communicate with the Client via the window chat for communication with the Support team.

In the "**Deposit**" page, the Company

- will:
- Allow the Client to top up the account via the "Deposit" page: select payment method and add card details, define an amount of the deposit.
 -

In the "**Withdrawal**" page, the Company will:

- Allow the Client to withdraw money via the "Withdrawal" subpage: submit the withdrawal amount.

In "**Payment History**":

- Provide information about the client's Transaction History and Requests in Progress.

In "**Verification Center**":

In the "**Verification Center**" page, the Client can choose and upload his documents: proof of identity, proof of address, selfie, payments information etc. The Client can upload the documents from PC/Mac or mobile device.

In "Contact/Chat with Us" page:

The Client can communicate with the Support team through "Chat with Us", phone call or email.

In the "**Language**" page, the Client can view the list of the languages available and choose the appropriate one.

In "My Profile" page – The Client can:

- see personal details,
- go to the "**Password**" page and to change your password to protect your account.

For transactions the Forex company uses information on quotations (prices for underlying assets) obtained in the manner prescribed by section 3 of these Rules, the underlying assets, the list of which is contained in section 2 of these Rules and remuneration, the types and calculation of which are set out in section 4 of these Rules.

6. Methods of communication with the Client. Procedure for Providing Clients with the Information Required for Conducting Transactions

6.1. The Client and the Company will use the Platform (can be accessed by log in and password) as tools of communication to receive, process, and execute customer orders to fix the price of the underlying asset.

6.2. The Platform should be used by the Client to submit, process and execute of orders as using it the Client can communicate the relevant terms of the Transactions and to record the agreed conditions with the Forex Company. Accordingly, the Platform reflects the Transactions performed by the Client, open

Receive and review information from the Client as provided.

Provides the Client Platforms options and links to the files to download.

In "Contact/Chat with Us" page:

The Company will allow the client to communicate with the Support team through "Chat with Us", phone call or email.

In the "**Language**" page, the Forex Company will provide the list of the languages available and support them.

In "My Profile" page – The Company can:

- provide personal details for the Client,
- follow the instruction of the Client and change the password via the "**Password**".

positions, pending orders, as well as other actions of the Client stipulated by these Rules, the Agreement and the Regulations.

6.3. Any transaction can be processed and performed only during the operational time of the relevant market.

6.4. The obligatory terms of the Transaction (its parts) that are to be agreed shall be as follows: underlying asset name; amount; type, price; order number.

6.5. All actions performed in the Platform by Clients and/or by the Forex Company will be recorded and displayed in logs on the server side of the Forex Company. Logs shall be stored on the Forex Company server for at least five years.

6.6. Reporting on the Transactions initiated by the Client, including the expenses incurred, income received, is provided to the Client in the reports section of the Platform.

7. The Procedure for concluding the Agreement on Conducting Transactions. List of Documents Submitted by Clients.

7.1. The Client should enter to the Agreement with the Forex Company. The Client should accept a public offer to conclude the Agreement on conducting transactions in non-deliverable OTC financial instruments.

7.2. The Agreement shall be deemed concluded after the following actions in common:

- registration in the Platform of the Forex company (the opening of the account) and providing information required;
- acceptance of all documents offered by the Forex company for review and consent.

7.3. To be identified the Clients shall provide the following documents and information to the Forex Company (for individuals):

- the information required to fill out the Client's profile (full name, e-mail, telephone, address, etc.);
- graphic images (images created by scanning, or photographic images) of pages of an identity document (passport, residence permit, refugee certificate, other document in accordance with the law of the Republic of Belarus), containing the personal data of the Client, their photo and the record of residence (if there is such record in the document);
- a color photo showing the Client with an identity document, opened on pages containing personal data and a photograph of the Client (hereinafter referred to as the color photo with the passport).

7.4. The Forex Company can ask the Client to provide additional information and documents not listed above, and the Client is agreed to provide them.

7.5. Non-submission of documents and information provided for by these Rules shall be the reason for the refusal to conclude the Agreement.

7.6. The Client is obliged to inform immediately the Forex Company about the change of any registration and/or contact information in the manner provided for by these Rules and the Agreement.

7.7. The Client's account shall be created in the currency specified by the Client when it is opened. Any amounts (profits, losses, expenses, payment obligations, etc.) received or incurred in connection with the Transactions and calculated not in the Client's account currency shall be converted into the Client's account currency at the current rate set in the Platform or otherwise according to law.

7.8. In case of striking the Client off the register of Forex Companies of the National Bank of the Republic of Belarus and (or) termination of the special permit (license) of the Client to perform banking activities, activities on the OTC Forex market, professional and exchange activities in securities, insurance activities or other financial activities, the Client shall be obliged to inform the Forex Company about this not later than five (5) days after the moment of occurrence of the specified circumstances.

8. Notifications of the Clients.

8.1. The Forex Company can use the following channels to communicate with the Client in order to notify them about any changes made to the local regulatory legal acts of the Forex company, the terms of the Transactions, the mode of operation, etc. and any of them shall be deemed as appropriate written notices:

- email;
- telephone;
- website of the Forex Company;
- Platform (including push-messages in the mobile application).

The correspondence and the information sent by the Forex Company to the details specified by the Client are considered to be properly sent, and the Client shall not be entitled to refer to their invalidity or change, if the Forex Company has not been notified in advance and the contact information has not been changed in the due order.

8.2. Any correspondence and information (documents, announcements, notifications, confirmations, requests, reports, messages, etc.) shall be considered received by the Client:

- 8.3. one hour after being sent to their email address;
- 8.4. immediately after sending by fax;
- 8.5. after finishing of a telephone conversation;
- 8.6. immediately after posting the information on the Forex Company official website.

8.7. Unless otherwise provided by these Rules, the notification of Clients about the actions of the Forex company affecting the interests of the Client shall be made:

8.8. by posting information on the website of the Forex company or by e-mail to the Client not later than ten (10) calendar days before the day when the changes enter into force, when these Rules are changed;

8.9. by posting information on the website of the Forex Company – the same day when other regulating documents of the Forex Company are changed;

8.10. by sending an e-mail to the Client not later than one (1) calendar day prior to the change – in case of changes in terms of keeping and closing of the Personal Account and its sections;

8.11. by displaying information in the Platform in the real time mode – the same day when the Forex Company forcibly closes the Client's position, when

parameters and indicators related to the execution of a particular Transaction change (open customer positions, "balance" - deposit, "margin", "free margin", "profit/loss", etc.), changing the amount of balance/equity/free margin;

8.12. by sending an e-mail to the Client not later than one (1) calendar day prior to the suspension – in case of suspension of the provision of services to the Client.

9. The procedure for cancellation by the Client, the Forex company of orders to fix the price of the underlying asset. Forced closing of positions.

9.1. The Client cannot cancel the executed orders and change (cancel) pending orders if the price has reached the level of order execution. The Client can change (cancel) a pending order at any time if it has not yet executed (activated).

9.2. Pending orders are valid until the order cancellation date and in case if it wasn't specified in the order, then it is considered valid for an indefinite period of time until it is canceled by the Client, or is executed, or is deleted due to insufficient deposit.

9.3. The Forex company has the right to forcibly close some or all of the Client's open positions without his consent and any prior notice if the margin level has reached or is below the minimum value set by the Forex company (the "Stop out" level). In this case, the position is closed by the Forex company independently without receiving the Client's order to fix the price of the underlying asset.

9.4. The margin level is controlled by the Platform's server, which in case of fulfillment of the condition specified in clause 9.5. this Regulation generates an order to force the closing of a position. Position closing is executed at the current quote available at the time of order execution.

9.5. The "Stop out" levels are set by the Forex company independently and may change from time to time.

9.6. If the Forex company has information that it will not be able to perform Operations on any underlying asset in the near future due to the suspension of the supply of quotations and (or) liquidity on this underlying asset from external counterparties or for other reasons, the Forex company shall notify clients of the need to close open positions on this underlying asset, indicating the reason for the impossibility of further transactions and the period during which the client is obliged to close all its open positions on this underlying asset. After this period, the Forex company has the right to forcibly close all open positions on the underlying asset, the possibility of Transactions on which is no longer available.

9.7. In addition to the cases specified in paragraphs 9.3. - 9.6. of these Rules, if it is stipulated in the Agreement, the Forex company shall be entitled to close the Client's open positions and/or correct the result of them in the following cases:

-if the Forex company has reason to believe the suspicious operations of the Client's deposit or withdrawal or trading activity of the client (any kind of abuse, fraudulent actions, etc.);

- if the deposit to the Client's account was done by a third party;

- if the position the Client was the result of incorrect actions on the part of the Forex company (technical failure, falling of non-market quotes in the thread, etc.);

- if the Forex company can not to maintain open positions of the Client due to changes in legislation and/or market conditions, relations of a Forex company with third parties, including external partners involved in the execution of a Forex company obligations under the Agreement, as well as due to the actions of the third party data, which directly or indirectly affect the process of providing Forex services company under the Agreement;
- in case of freezing of funds and (or) blocking of a financial transaction in accordance with the legislation on prevention legalization of proceeds from crime, financing of terrorist activities and financing of proliferation of weapons of mass destruction, anti-money laundering measures;
- in case of refusal to service the Client by a Forex company in accordance with the current legislation of the Republic of Belarus;
- in case of insolvency of the Client, declaration of bankruptcy or introduction of a protective period in respect of the Client in accordance with the legislation on bankruptcy;
- in case of force majeure.

9.8. Forex Company shall keep daily records of financial obligations of the Forex Company and the Client on the opened positions of the Client and funds on the Client's account. Mutual financial obligations of the Forex Company and the Client are considered to be cash on the Client's account, as well as the current financial result (floating profits/losses) on the Client's open positions. In case of unforeseen situations, including technical failures, as well as other force majeure circumstances (force majeure), which have caused the impossibility of accurately determining the value of the current financial result of the Client for open positions, the Forex Company shall be entitled to cancel the result obtained by any kind of orders executed by quotes at the time of failure.

9.9. The Company shall not refund any lost profits on these orders. The Client's references to other sources of quotes shall not be taken into consideration.

10. Execution of the Client's Order to Fix the Price of the Underlying Asset on the Terms Best for the Client

10.1. The Company performs orders on the best possible terms according to the Client's instructions. To execute orders on the best conditions, the Forex Company shall take the following factors into consideration:

- current price received from liquidity providers; market liquidity of the corresponding asset;
- speed and probability of the Transaction at a given price.

10.2. The Forex Company shall execute orders of all Clients correctly, fairly and immediately.

10.3. Execution of the Client's Orders on the best possible conditions does not guarantee execution of orders at more favorable prices than prices offered by other counterparties and the market participants.

11. Measures to Ensure Safety, Stability and Uninterrupted Nature of Stages of Conducting Transactions

11.1. The software has been tested in the National Forex Center for safety and stability.

11.2. Stable functioning of the software is guaranteed by the licensor (technology provider). The technology provider of the Company shall ensure protection of information in the process of executing agreements by applying connections over a secure protocol.

11.3. The Company also takes comprehensive measures to ensure stability and uninterrupted operation of all stages of Transactions, information security in the process of conducting Transactions.

11.4. The main measures to ensure the safety and sustainability of the Transactions (including providing Clients with the necessary information when performing transactions, protection of information in the process of execution) are as follows: identification of the Clients and protected access to the account (using login and password); the use of a backup server to which data is replicated in real time; use of the 3-D Secure system when making deposits by Clients; use of regulated liquidity providers; use of the log for records with violations in operation of software and hardware, logging of all actions with the account, additional measures that can be added from time to time.

12. Operational time

12.1. The working hours: 10 a.m. to 7 p.m. (Minsk time) every day, except Saturday and Sunday, as well as other days declared in accordance with the established procedure as weekends or holidays in the Republic of Belarus.

12.2. The working hours of the Personal account: daily and around the clock.

13. Settlement of Disputes

13.1. All disputes between Growth Capital and the Client shall be resolved by negotiations. Clients shall make all possible efforts for amicable, fair and constructive settlement of any dispute. The pretrial claim procedure for settlement of any dispute shall be considered binding. A written claim shall be subject to consideration within the term stipulated by the law of the Republic of Belarus.

13.2. If there is no agreement, disputes shall be reviewed in court at the location of the Forex Company in the manner prescribed by the law of the Republic of Belarus.