

# Contract for the provision of information, analytical data, signals, and tournaments

MMCIS inc. Company, hereinafter referred to as Company, and any natural or legal person, hereinafter referred to as Client, have concluded the following contract.

1. The Contract establishes general conditions and order, under which the Client receives information from the Company in the form of advice on FOREX and CFD shares as well as indices, metals, and other resources through access to the financial and information system MetaTrader 4 (hereinafter referred to as FIS).

1.1. The Company provides the Client with the service of access to economic newswires in real-time mode through FIS - access to newswires (economic and financial), analytical forecasts and materials, as well as conducting training programs and tournaments.

2. The Company has a right to not perform its liabilities under this Contract itself, but to transfer such liabilities for performance to other affiliate Companies or legal persons that have access to FIS.

3. The Client arranges deals in their name and at their own risk in the Internet through the Company's trading terminal (hereinafter referred to as Terminal). The Company's working hours - twenty-four hours a day from 22:00 GMT Sunday till 22:00 GMT Friday.

4. Definitions and terms used in the provision of information and training programs and tournaments are common for the international foreign exchange (FOREX) market:

- **Company** - is a legal person MMCIS inc. that provides arrangement of deals and conducts all necessary accounts with the clients under present Contract.
- **Tournaments** - a training game conducted in accordance with the rules of a real-time simulation, and does not include payment, attraction of funds or transfer of ownership of the Client's funds, conduct of foreign exchange operations.
- **Company working hours** - is a period of time during the whole working week within the limits of which the Company's trading terminal provides executing deals with standard currency contracts and CFD contracts. The exception is made for weekends and holidays, temporary changes to the Company routine, and the time during which customer service is impossible due to technical reasons. In these cases, the Company must take all possible measures to inform a Client of the changes of its working hours and let the Client eliminate currency risks connected with that.
- **Personal account** - is a special account of a nonpublic record-keeping opened by a Client in the Company, where the record of the Company's and Client's liabilities occurring from the deals arranged under present Contract is kept.
- **Conversion arbitrage operations** - are the deals between the Company and the Client regarding buying or selling the currencies contract or indices contract that assumes realization of at least two opposite transactions on buying and selling the contract of the same volume.
- **CFD contracts** вЂ“ are available for trading contracts on stocks, futures, metals and other commodities in the Company's trading system.
- **Client** - is a natural or legal person making conversion arbitrage transactions with the Company according to the quotations presented by the Company.
- **Equity** - is a part of the Client's personal account including open positions. It is connected with the Balance and Floating (Profit/Loss) by the following formula:  $Equity = Balance + Profit + Swap$ .

- **Floating Profit/Loss** - is floating (unrealized) profit (loss) on the open positions at current values of quotations.
- **Free Margin** - is the funds not involved in ensuring guarantees on open positions. Calculated as:  $\text{Free Margin} = \text{Equity} - \text{Margin}$ .
- **Margin** - is the margin, necessary for ensuring guarantees on open positions.
- **Margin Level** - is an indicator that characterizes the state of an account. Calculated as  $\text{Equity} / \text{Margin} \times 100\%$ .
- **Margin Call** - is a moment when Free Margin in the Client's Personal Account is insufficient, and it is necessary to either add funds to an account or close some of the open positions in order to sustain sufficient Margin Level. Margin Call is generated when Margin Level reaches 30%.
- **Stop Out** «ВТ» is the state of the Personal account when a Client loses the possibility to manage their account, and one or some of the open positions in it are forcibly closed at any closest available price for maintaining positive balance of the account. Stop Out is performed when Margin Level reaches 10% or less.
- **Base currency** - is the currency in which personal account, all balances, commission payments and payments are nominated and calculated.
- **Balance** - is an amount in the Client's personal account after making the last transaction during any period of time.
- **Base currency** - is the first currency in the currency pair.
- **Margin Balance** - is an Account Balance plus Unrealized profit or loss. It is used for definition of total number of Open Positions Available.
- **Bonus Hunting** - is an attempt of performing actions aiming to not work in Forex market, but just receiving the bonuses.
- **Currency** - is foreign currency USD, JPY, AUD, GBP, CHF, EUR, NZD, CAD, DKK, etc.
- **Currency contract** - is currency pairs available for trading.
- **Cross Currency Pairs** - are two foreign currencies used in one deal, none of which being US dollar. It is also the ratio, in which one currency is bought (or sold) by one party in exchange for delivery (receiving) of another foreign currency.
- **Lot** - is a unit of the volume of a transaction.
- **Margin Trading** - is executing arbitrage transactions with currency contracts and (or) indices contracts, where the size of positions opened exceeds the size of variation margin by several times.
- **Open position** - the transaction of buying (selling), not covered with the opposite selling (buying) a contract.
- **Profit and Loss (Profit/Loss, P/L)** - is actual profit or loss in accounting units of the Company, occurring as a result of transactions for closing positions, plus theoretical profit and loss on the Open Positions that are subject to market revaluation.
- **Market price** - current price at the moment of time.

- **Market order** - is an order to buy or sell at market price. While buying, it means the sellers's closest Ask price, while selling - closest Bid price.
- **Stop order** - is an order (unlike Market order) to buy or sell at a specified price. Stop order is generally executed when Bid price reaches or exceeds foreign exchange market Bid price specified in Stop order. Stop order to buy is generally executed when Ask price reaches or drops lower than foreign exchange market Ask price specified in the Stop Order.
- **Limit Order** - is an order (unlike Market order) to buy or sell at a certain or better price. Limit order to buy is commonly executed when Ask price reaches or drops lower than market Ask price, specified in the Limit Order.
- **Stop Loss Order** - is an order to close an open position when the price reaches a certain level in order to minimize the loss.
- **Take Profit order** - is an order to close an open position when the price reaches a certain level. Used for realization of profit.
- **Order** - is generally an instruction given by a Client to a Company to make a transaction for the Client's account.
- **Point, Pip** - is the smallest unit of any foreign currency price (for example, for USD/CHF, one point is 0.0001 of Swiss franc, and for USD/JPY - 0.01 of Japanese yen).
- **Spread** - is the difference between the Bid and Ask prices of a currency pair or CFD contract at the moment of time.
- **Storage (swap)** - is the funds deducted or added to the Client's personal account for prolongation (holding) the position overnight.
- **Transaction** - is the sum of trading operations, where the funds are transferred from the base currency to the quoted currency, and vice versa.
- **Bid Price** - is the price at which currency is offered for sale.
- **Ask Price** - is the price at which the currency is offered for purchase.
- **Foreign Currency** - is a legal means of payment, issued and accepted for liabilities payment, under legislation of one or more countries.
- **Gap** - is the gap in the quotations chart. It is a drastic change of the market price, caused by any force-majeure or planned, but very different from the forecast, news.

5. General rules of concluding deals under present contract correspond with the conventional principles accepted in international FOREX, CFD on stocks, indices, and metals markets.

The Company accommodates legal and natural persons in the international market from the territory of registration of the Company via Internet.

The deal is arranged at the BID/ASK prices offered to Clients. At any moment of time, the Client chooses the operation desired and inquires the price confirmation from the Company. The deal is arranged at prices that the Client sees in the screen of the terminal.

5.1 Company has a right to reject a Client's inquiry for opening a position if Free Margin is lower than the margin, necessary for the position.

- 5.2. Pending orders Buy Stop and Sell Stop on currency pairs and CFD are executed at prices claimed by the Client on the first touch of a market price.  
Pending orders Buy Stop and Sell Stop as well as Stop Loss and Take Profit orders on currency pairs and CFD are executed at market prices. If at the moment of opening and closing orders a gap occurs and pending order level is inside of it, such order is executed at first market price after the gap in the quotation chart .
- 5.3. The Company reserves to itself the right not to execute an order or review the price of opening (closing) an order in case of the trading platform technical breakdowns affecting financial instruments quotations, as well as in the case of other technical breakdowns.
- 5.4. Deferred orders (Stop Loss, Take Profit, Buy Limit, Sell Limit, Buy Stop, Sell Stop) are put in not closer than 10 points to the market price for currency pairs with spread less than 10 points, and not closer than spread size for currency pairs with spread over 10 points.
- 5.5. The Client does not have a right to change or remove an order if the price reaches the level of the order execution.
- 5.6. Compulsory closing of open positions in the Client's personal account occurs when Margin Level reaches 10%. However, with over three open positions available, in order to avoid negative balance in the volatile market, the Company reserves for itself the right to close most unprofitable of them if margin level reaches 25%. The last position is closed forcibly at margin level from 10% to 1%.
- 5.7. The Client is fully responsible for giving instructions for opening, closing, changing, and removing orders. At that, all operations are executed within the Client's responsibility.
- 5.8. Clients with trading accounts of such groups as Forex01, Forex 05 and Forex10 are not allowed to systematically close the positions with profit less than 10 points (over 30% of all orders). Clients with trading group ForexActive are allowed to systematically close the positions with profit less than 10 points (over 30% of all orders).
- 5.9. Clients with trading accounts of such groups as Forex01, Forex 05 and Forex10 are not allowed to systematically close the positions held open for less than 10 minutes (over 20% of all orders). Clients with trading group ForexActive are allowed to systematically close the positions held open for less than 10 minutes (over 20% of all orders).
- 5.10. If the Company detects that the Client breaks paragraphs 5.8 and 5.9 of the Contract, the Company reserves to itself the right to transfer the Client's account to ForexActive group or cancel completely or partially Client's closed orders for the whole period of working without prior notification. Also, the Company has a right to cancel only those orders that were closed with the profit less than 10 points or were held open for less than for 10 minutes.
- 5.11. The Company has a right to review (change) the closed position in case of detecting software breakdowns. If instrument trading opened with a gap, and the level of order appeared to be within the gap, the Company has a right to execute an order at a current market price, different from the order level. Within regular working hours trading is realized with the spreads specified in the Contract.
- 5.12. The list of force-majeure events that are the ground for suspending work and arranged deals revision: military operations, acts of terrorism, natural, man-caused catastrophes, hacker attacks and other unlawful actions regarding the Company's servers.
- 5.13. All matters connected with the definition of market price levels, possibility of putting in orders and their execution, are a sole Company responsibility. Any Client's references for information systems quotations are ineligible. Client agrees that the prices at the terminal of the Company are the only reliable source, since they correspond to the subject of the provision of FIS, of training and tournaments.
- 5.14. Trading operations with using client terminal additional options (like Trailing Stop or Expert Adviser) are executed within full Client's responsibility, as they directly depend on the Client's trading terminal and cannot be controlled by the Company's server.
- 5.15. The Company has a right to change the existing quotations regulations unilaterally, notifying the Client of such changes in the news presented in the Company home page. The Client should visit it

regularly. No Client's claims regarding not receiving such a notification are accepted. The Client agrees and acknowledges that all conversations between the Company and the Client can be recorded on magnetic, electronic, or other carriers with or without automatic notification of recording. The Client agrees to use these recordings as evidences in moot cases between the Company and the Client.

5.16. The order execution type on the Client's account can be unilaterally changed by the Company from Instant Execution to Market Execution and vice versa.

## **6. TradingConditions**

The following currency symbols are accepted:

- USD - US Dollar,
- EUR - Euro,
- CHF - SwissFranc,
- GBP - BritishPound,
- JPY - JapaneseYen,
- AUD - AustralianDollar,
- CAD - CanadianDollar,
- NZD - NewZealandDollar,
- DKK - DanishKrone,
- NOK - NorwegianKrone,
- SEK - SwedishKrona,
- SGD - SingaporeanDollar,
- CCK - CzechKoruna,
- SKK - SlovakKoruna,
- HUF - HungarianForint,
- PLN - PolishZloty,
- HKD - Hong-KongDollar,
- LVL - LatvianLat,
- MXN - MexicanPeso,
- ZAR - SouthAfricanRand.

The Company has a right to add new currencies to the trading system, posting all necessary information in the Company's website [forex-mmcs.com](http://forex-mmcs.com).

Following CFD contracts are available for trading:

CFD's on stocks included in Dow-Jones industrial average, CFD's on precious metals (Gold, Silver), CFD's on futures contracts.

The Company has a right to add new CFD's to the trading system, posting all necessary information in the Company's website [forex-mmci.com](http://forex-mmci.com).

The standard lot size (one lot size) in the system for currency pairs is 100,000 units of a currency that goes first in a currency pair. Minimal amount of a transaction is 0.05 lot. Possible leverage for currency pairs is from 1:50 to 1:500. While opening personal trading account, the Client gets leverage 1:100 by default.

Every week from Friday 08:00 p.m. GMT to Sunday 08:00 p.m. GMT on all real and demo accounts with more than 1:100 leverage the 1:100 leverage will be set automatically. Herewith stop-out level increases from 10% to 100% for all accounts.

All information regarding spreads, swaps, margin calls, etc., necessary for currency pairs trading, is posted at the Company's website: [forex-mmci.com](http://forex-mmci.com).

The prescribed leverage size in the Client's terminal does not apply to CFD contracts trading.

CFD contract holders do not receive dividends. In the course of CFD trade, a dividend adjustment is taken into account. If there are open positions on the ex-dividend date, an adjustment is made. A long position ("bought") means that the amount of the adjustment is accrued; a short position ("sold") means the amount of the adjustment is deducted. The basis for the calculation of the adjustment coincides with the amount of dividends per share.

All necessary information for trading CFD's (margin requirements, spreads, swaps, trading sessions schedule etc.) is posted at the Company's website: [forex-mmci.com](http://forex-mmci.com).

The Company can change spread on currency pairs and CFD's contracts according to the market situation.

Swaps are a variable quantity. They change depending on the changes of interest rates in the countries, whose currencies are quoted in the currency pair. The Company has a right to change values of swaps on currency pairs and CFD contracts, notifying the Client of this by internal swaps publication. Friday-Monday swaps are charged for one day. Wednesday swaps are charged in triple size.

All trading conditions are established by the Company and posted at [forex-mmci.com](http://forex-mmci.com) in the "Trading Conditions" section; they can be changed by the Company unilaterally. If the trading conditions change, the Company notifies the Client by publishing the news or by the internal mail of the Terminal. The changes do not apply to deals arranged before the time of changing conditions.

Swaps are not applicable for Islamic accounts.

### **BonusHunting:**

6.1. Any actions with the aim of damaging our Company by receiving bonuses are forbidden. This rule concerns those who have come to our Dealing Center with the purpose not to work in Forex Market, but to receive the bonus

6.2. If a Client methodically closes the positions with profit less than 10 points while having not regained bonus, their actions will be qualified as bonus hunting, and the money earned in this way will be deducted from the account.

6.3. If a Client methodically opens opposite positions while having not regained bonus, his/her actions will be qualified as bonus hunting.

6.4. A Client agrees to the condition that the amount of their not regained bonus will be reduced in proportion to the amount withdrawn relative to the amount of the initial deposit.

6.5. The Company reserves to itself the right to apply other algorithms for bonus hunting revealing (not described in this Contract).

6.6. The Client agrees to the condition that if they arouse suspicion of bonus hunting, they will be deprived of all bonuses, and funds in their account may be blocked for the time of further incident investigation.

6.7. The Client agrees to the condition that bonus hunting is established in their actions, the fine at the rate of 5% of the deposit will be charged.

6.8. The Client agrees that if they request payment while having not regained bonus, the amount of not regained bonus will be reduced in proportion to the amount of withdrawal relative to the initial deposit amount.

6.9. The Client agrees that if he opens several accounts with the Company, he will receive the welcome bonus only for the first deposit, on one account only.

## **7. Asset Management**

7.1. Asset Management is a service provided by the Company, which assumes broadcasting (copying) trading signals provided by the Trader to the Client's account, for the purpose of receiving gain.

7.2. The Trader is an independent trader certified by FOREX MMCIS group who performs trades in the foreign exchange market and delivers trading signals to the Client's account.

7.3. Subscription to receiving the trading signals and the use of Asset Management services is conducted by the Client.

7.4. Once the Client has taken the necessary steps to obtain the Asset Management service, through the Company's website, listed on the Company's website, the Client is considered to have accepted the terms of this service, and he/she also understands the legal nature of the services and the associated risks.

7.5. The Client can subscribe to trading signals of the Trader and to the use of the Asset Management service by choosing one of the certified traders in the ratings, which is available in the Client's Personal Account in the Asset Management section.

7.6. On selecting the Trader, the Client subscribes to the broadcast of trading signals of the Trader to his/her personal account and to the use of the Asset Management service.

7.7. The Asset Management service assumes a subscription to the trading signals of the Trader who performs transactions in the foreign exchange- and other financial markets. The interaction between the Trader and the Client's account is performed by broadcasting the trading signals from the Trader to the Client's account.

7.8. The Client is entitled to deposit and withdraw funds only from his/her account. In this case, a withdrawal can be performed provided that at least 8.000 of real funds remain in the Client's account, and the balance of the Client's account is not less than 10,000 dollars. Besides, if the withdrawal amount is 50% or more of the amount to be withdrawn with open positions present or if a commission is charged at the rate of 5% and / or the bonus funds for open positions, the request for the withdrawal will be processed on the Client's written consent. The Client agrees that the Company shall be entitled to delete the Client's orders due to a failed attempt to reach the Client by telephone within two days of filing the application.

7.9. The Client is entitled to unsubscribe from the Asset Management service. In case the Client decides to cancel the Asset Management service, the Client must click the Refuse Trader's Service button in his Personal Office at the Company's website. In case of early cancellation of the service, all the open positions are automatically closed. If an automatic closure of the open positions takes place, the financial result (profit or loss) on the prices at the time of the service cancelation is fixed. The Client himself shall bear the risks of withdrawing funds having open positions. The time which the change of the status of the Client's account will take (transfer from self-trade to trading via Asset Management services, and vice versa), is up to 10 minutes.

7.10. The Client is entitled to subscribe to the Asset Management service by another Trader. If the Client decides to change the managing trader, the Client must abandon the current trading signals of his/her current Trader in his Personal Office by clicking the Refuse Trader's Service button, and 3 days later the Client must repeat the subscription to the Asset Management service with another Trader.

7.11. The Client pays a fee to the Trader in the form of a commission from the profits earned as a result of the Client's use of the trading signals provided by the Traders. The amount of the Trader's remuneration is specified as percentage of the profits. The Client can see the amount of the remuneration in the personal Trader's Profile on the Company's website. In case if as a result of using the Asset Management service, either profit is not gained or a loss made, the commission will not be charged.

7.12. The Trader's remuneration is charged from the account at the end of the month or in case of terminating the cooperation with the Trader. If at the end of the month as a result of using the Asset Management service a loss was recorded, the next month the Trader's commission will not be charged until the Client's loss reported on the results of the previous months of using the Asset Management service is fully compensated, the compensation is due to be conducted at the expense of the profit which would be received in the future. If a loss was made and the Client has decided to unsubscribe from the Asset Management service, in case the Client re-subscribes to the Asset Management service, the compensation provided for in this paragraph, will not be issued.

7.13. The Client shall monitor the state of his/her account and the results of managing his/her account by the Trader independently.

7.14. When the Client is using the Asset Management service, the Trader is an agent of the Client regarding his/her account and shall only broadcast trading signals. The Trader does not manage the Client's funds; the Trader can neither deposit nor withdraw money to / from the Client's personal account, nor can he influence the execution of the Client's requests for depositing or withdrawal of funds.

7.15. The Company, providing its Clients with an Asset Management service, performs technical support of the operations performed by broadcasting Trader's signals. It does not accept the Client's funds to manage, nor does it manage his/her funds, and therefore, it does not act as an agent of the Trader or the Client's agent. The responsibility for the operations performed is fully taken by the Client.

7.16. The Client is aware that trade and the use of trading signals in the foreign exchange and financial markets carry a high level of risks. The returns from the use of trading signals obtained in the past, does not guarantee similar outcomes in the future.

7.17. The Company does not guarantee, and it is not under any circumstances liable to the Client in the event if at the time of the use of the Asset Management service by the Client the Trader did not possess the necessary ability to act, work experience, skills and knowledge required for making transactions.

7.18. The Company does not act as the guarantor of Trader to the Client; neither does it guarantee that the Client will receive any profit.

7.19. The Trader has the right to deliver only his own trading signals to the Client's account. Delivery of trade signals from the third parties is prohibited.

7.20. The Company performs all calculations on the results of asset management operations in accordance with the terms of the Contract and other conditions set forth in the Company's website.

7.21. The Trader is deprived of the right to make claims against the Company in respect of non-performing any obligations by the Company to the Trader, nor does he have the right to make claims against the Company regarding the non-performance of any obligations by the Managing Trader to the Client.

## **8. Index TOP 20**

8.1. The program Index TOP 20 offers Clients the opportunity to invest simultaneously in twenty the most successful traders certified by FOREX MMCIS group.

8.2. In order to invest in the program Index TOP 20 the Client must: enter the page B«History of transactionsB» in the Personal Account in the input box to enter the amount of investment to invest in 8.3.



Index TOP 20 and press INVEST on the company's website FOREX MMCIS group.

After committing the above actions, the amount invested will be displayed in the upper right corner of the Personal account

8.3. Once the client makes the necessary steps to sign up for the program Index TOP 20, using the website of the Company as defined in this Contract, as well as listed on the website of the Company it is considered that the Client accepts the terms of this service, as well as understands the nature of the legal services and the associated risks.

8.4. The program Index TOP 20 provides a subscription of index accounts for retransmission (copying) of trading signals of twenty the best traders of FOREX MMCIS group. Thus, trading signals for each of the traders will be forwarded (copied) to the 1/20 of the Index account of a Client.

8.5. The Client can withdraw profit from the index account at any time by clicking the Withdraw on page B«History of transactionsB» of index account of a Client. After that, the funds will be automatically transferred to a central client's account. The Company takes risks of withdrawals with open positions of traders.

8.6. The Client pays traders of the Index TOP 20 program remuneration in the form of a commission from the profits derived owing to the Client's use of the trading signals. The remuneration of traders depends on the type of the account chosen by the Client of Index TOP 20. If the Client works via a standard account, the commission constitutes 15% percent of monthly profits.

If the Client uses time deposit accounts, the amount of the monthly commission from the profit decreases depending on the maturity period set for the account. If the Client invests to a time deposit account for 3 months, the commission will be 13% per month; if the Client makes an investment for 6 months, the commission will be 12% per month; if the Client invests to a time deposit account for 12 months, the monthly commission will be 11%.

This advantage is valid only if the Customer withdraws the profits when the maturity period expires. Should the Client make an early withdrawal of the funds from the time deposit account or close the time deposit account before the expiry date, the profits will not be accrued. The Client will be able to withdraw only the funds which he/she initially invested, after the corresponding commission is deducted from them. If the Client closes the time deposit account but does not withdraw the funds from it, he/she only pays commission of 5% for an early account closure. The funds will be automatically transferred to his/her unfixed account in the Index TOP 20 program. If the Client closes the time deposit account and withdraws the funds from it, he/she also pays regular 1% commission for processing the transaction.

8.7. Remuneration of managing traders of the Index TOP 20 program is withdrawn at the end of the accounting period. Profit is accrued after the deduction of the traders' commission before the 5th, 10th or 15th of the month inclusive following the accounting month. The date of accrual making is chosen depending on which group of customers the investor belongs to at the moment. The group and, correspondingly, the date of accrual making is changed randomly before each accrual is made.

8.8. Should cooperation under the Index TOP 20 program be broken off, the profit is accrued after deduction of the traders' commission before the 5th, 10th or 15th of the month inclusive following the accounting month depending on which group of customers the investor belongs to at the moment. When the cooperation is broken off, the returns obtained on the day of subscription and on the day the cooperation under the Index TOP 20 program is broken off is not taken into account.

8.9. When you use the Index TOP 20, managing traders of the program Index TOP 20 are agents of the Client with respect to index accounts and implement only broadcasting of trading signals. The managing traders of the program Index TOP 20 does not manage client funds, traders can deposit and withdraw money to / from the personal account of the Client and cannot influence the execution of applications of the Client on the input and output of funds.

8.10. Company providing a program of Index TOP 20, provides technical support of operations performed by relaying signals of managing traders of the program Index TOP 20, does not manage customer accounts and accordingly does not act as agent of the Client or traders. The Client is fully responsible for his operation.

8.11. The Company does not guarantee, and is not liable to the Client if at the time of the Client's use of the program Index TOP 20, any of managing traders does not have the necessary legal capacity, experience, skills and knowledge necessary to carry out operations.

8.12. The Company does not guarantee the Client professionalism of managing traders of the program Index TOP 20, as well as the Company does not guarantee any profit to the Client.

8.13. Managing traders of the program Index TOP 20 are not able to retransmit the trading signals of third parties to the index account of the Client, and must personally make transactions on the account from which the trading signals are retransmitted to the Client.

8.14. The Company performs all calculations on the results of operations of the program Index TOP 20 in accordance with the terms of the Contract and other conditions specified on the Company's website.

8.15. The managing traders of the program Index TOP 20 are deprived of the right to bring claims against the Company in respect of non-performance of any obligations of the Company to the traders as well as they do not have the right to make claims against the Company in respect of non-performance of any obligations of managing traders to the Client.

9. While concluding the present Contract, The Client opens their personal account in the Company. The funds movement in the personal accounts is settled in US dollars. Access to personal account management is opened within the next banking day, following the first intake of money in the Company's account.

10. The Client can add funds to their personal account by:

- transferring money to the Company's bank account;
- transferring money via money transfer systems;
- transferring money from bank pay cards;
- transferring money via electronic pay systems.

11. The Client freely manages the part of funds spare from liabilities, in his/her personal account. While managing his/her personal account, the Client has a right to give orders of the trading kind only, as well as instructions regarding withdrawing funds.

The customer is entitled to withdraw funds from their personal account only if all the positions are closed; if there are any open positions only customers who are using the Asset Management service can apply for funds withdrawal.

The Customer's requests regarding wiring him his funds are executed within fourteen days from the time of processing the Customer's withdrawal request. Besides, the payment of the commission for the money transfer through the bank or another electronic transfer by the Company to the Customer is performed at the expense of the Customer, according to his instructions. In addition, a Client pays 1% commission for payment processing when withdrawing funds.

With the open positions in the account, a request for withdrawal is processed in the event if the ordered withdrawal amount does not exceed half of the amount of funds available for withdrawal. If, upon availability of open positions, it is necessary to deduct bonuses and / or 5%, the withdrawal is conducted only on the Client's written consent, since the amount from which the 5% will be charged and the amount of the bonus will be calculated as of the time of processing of the application by the operator. Gain/loss upon availability of open positions floats affecting the amount of available funds.

The Client agrees that if he/she invests to a time deposit account for 3, 6 or 12 months under the Index TOP 20 program and makes an early withdrawal of funds, the profit he/she received as a result of using the traders' trading signals will not be available to withdraw (annulled). The Client can make an early withdrawal from his/her time deposit account of only those funds that he/she initially invested, after the corresponding commission is deducted from them.

The Company leaves to itself the right to withdraw the funds to the Client only through the same method as the Client used for depositing.

If the Client withdraws the invested funds from the Time Deposit Account prior to the expiry date, however not earlier than after 14 days since the investment was made, then only a regular 1% commission for withdrawal will be deducted. If the Client withdraws his/her invested funds from the Time Deposit Account earlier than 14 days since the investment was made are over, then apart from the regular 1% commission for funds withdrawal, an extra commission of 5% for a withdrawal short of the expiry date will be deducted.

The Client is personally responsible for their personal account condition during the whole term of this Contract validity, i.e. up until their personal account is closed. If any disagreements regarding Client's personal account condition occur, the parties resolve all disagreements on the basis of the Client's trading operations protocols using Company's listings.

The Client is fully responsible for bank or any other payment details provided for his/her funds withdrawal.

The Company is not responsible for the term of the Client's funds transfer to the Company's bank account.

If the deposit is made in the currency other than US dollar, the currencies are exchanged at the official exchange rate of the Client's country Central Bank.

The Client agrees that if they withdraw funds from their account earlier than 14 days after the money was deposited or has performed transactions in the amount less than 1 lot for each \$100 of deposit, the commission in the amount of 5% and a part of bonus funds. will be deducted from the amount withdrawn. The commission is deducted prior to bonus funds.

#### **Fraud protection:**

11.1. The Client agrees to the condition that his/her account will be blocked, if the Security Service detects providing false data while registering.

11.2. The Client agrees to the condition that his/her account will be blocked if he/she cannot provide the documents proving his/her registration data, if necessary.

11.3. The Client agrees to the condition that his/her account will be blocked if Security Service detects the attempts of unauthorized access to Company databases and other clients' accounts.

11.4. The Client agrees to the condition that his/her account will be blocked in case of detecting access of several persons from one ip.

11.5. The Client agrees to the condition that if he/she is suspected of fraud, his/her account will be blocked until the results of final situation investigation are summed up.

11.6. The Company reserves to itself the right to apply any algorithms to detect the fraud and persons that try to use money obtained from crime.

11.7. When processing a withdrawal request the Company reserves the right to require from the Client additional documents to allow it to identify his/her personality and also to check whether the funds have been accrued to the trading account. The 14-day period of processing the request starts when the Company receives all the necessary documents and the additional data. The confirming documents could be scanned copies of the passport/ID, bill, banking statement, bank card, a screenshot of the Personal Office of the internet banking, photo with passport/ID etc. The list of the documents may be expanded on an individual basis. Should the Client refuse to provide these extra data, the Company may reject his/her withdrawal request. The Clients documents may be sent to the relevant regulatory organs to be checked as part of the Anti-Money Laundering program and Antiterrorism Protection Program.

12. The proposition to conclude present contract is a public offer, i.e. the offer to all comers. The Contract is signed by acceptance, i.e. by the Client's agreement to the Contract's conditions. The Acceptance includes following actions:

The Client completes the registration form for personal account opening (the registration form is freely accessed in the Internet at [forex-mmccis.com](http://forex-mmccis.com)).

The Company leaves to itself the right to withdraw the funds to the Client only through the same method as the Client used for depositing.

Present order of signing a Contract satisfies the principles of international commercial agreements, under which the offer is the proposition of one party to conclude a Contract, and the acceptance is the actions of another party, expressing agreement to conclude a Contract.

13. Legal Foundation of the Contract and Details of Payment.

13.1. The Contract can be freely accessed at [forex-mmccis.com](http://forex-mmccis.com) website.

13.2. All Company's activities under the present Contract take place in the territory of St. Vincent and the Grenadines. The location of rendering of services is the place where the final actions necessary to deliver the service are conducted, namely:

- place of signing the Contract,
- the location of the Company's bodies which decide on signing of contracts, development and adoption of technical specifications and technical data of rendering services,
- location of the Company which performs opening of the Client's personal account, processing the Client's data and provides storage of the Clients' personal data,
- place on performing actions on collecting and analysing financial information on Forex and Central Bank services,
- place of implementing analytical information into computer systems provided for the Client,
- location of the datapoint, of the exit point and provision of signal transmission from the server of the Company to a particular Client,
- location of the bank which credits the full payment to the main account of the Company.

13.3. For Natural Persons (Citizens)

The Contract can be concluded with any person of full legal age and full capacity, unless otherwise prohibited by national law of the Client. The Client's full capacity condition is obligatory. The Client is responsible for his/her personal data provided. If the Client's data changes, the Client must notify the Company of such changes.

13.4. FOR LEGAL PERSONS

The Contract can be concluded with any legal person created under the law of any state or international law. To sign a Contract on behalf of a Client can only a Client's authorized representative, acting on the basis of the Client's Statute, by proxy or other administrative documents, unless otherwise prohibited by national law of registration of the Client. The Client is responsible for the authenticity of his/her personal data provided. If the Client's data changes the Client must notify the Company of such changes.

13.5. The Client's details of payment while paying for access to FIS must meet the following requirements:

13.5.1. First name, middle name and last name are to be indicated.

13.5.2. The details of payment must include the number of the accepted contract.

13.5.3. If in the future the Client plans to give his/her account for another trader working with FIS to manage, the Client must indicate "Assignment of rights" in the details of payment for the Company to be able to assign rights for his/her account in FIS to another Client when he/she instructs to do so.

13.5.4. Other data in the details of payment are allowed only if the Client makes payments by this contract through affiliate companies, including electronic pay systems.

14. The Client provides his/her passwords and other confidential information security independently. The Company is not responsible for the consequences of the Client's confidential passwords information loss. Present statement applies to both voluntary Client's password information transfer to strangers and for Client's confidential passwords information loss against his/her own free will.

Any losses or payment obligations of the Company, which may arise due to illegal actions of the Client, are to be paid and / or reimbursed by the Client.

Since the Company is not an Internet connection provider, the Company is not responsible for any obligation failure caused by connection breakdowns. All other obligations of the parties, not settled by the present Contract are regulated by business practice and other international private law regulations.

The Client is obliged to respect the right of the state of registration of the Company and the national right of the Client.

15. The Parties do not bear responsibility for failure to fulfill or improper fulfillment of obligations and deadlines under the contract due to force majeure circumstances: (floods, earthquakes, other natural disasters, military situation, and similar public events), legal force majeure (prohibitive and restrictive resolutions by senior government bodies, strikes and other social and political phenomena which caused the inability of proper fulfillment or breach of the contract); technical force majeure (cyber-attacks on the company's servers, problems on the part of Internet service providers, etc.), and other circumstances beyond the control of the company's management.

16. The parties try to regulate all disputes that might arise out of present Contract by negotiating them in written form. The Client's claims are considered by the Company within ten working days from the moment of receiving.

17. Present Contract is concluded for indeterminate term and inures from the moment of the Client's accrual of funds onto the main account of the Company. The Contract can be cancelled by agreement of the parties or unilaterally. The party cancelling the Contract notifies another party of this through the Terminal mail not later than 24 hours before cancelling the Contract. All accounts after Contract cancellation are settled according to Paragraph 11 (in particular, paragraphs 11.1-11.7) of the Contract.

The Company reserves to itself the right to change or modify present Contract, notifying the Client by trading terminal internal mail or by publishing the changes at Company's website 5 working days before the changes inure.

## 18. CONDITIONS AND AGREEMENTS

Are the integral part of the present Contract.

19. The place of the present Contract conclusion is the place of the Company location.

*Legal address:* MMCIS Inc., Cedar Hill Crest, Villa, Kingstown, St Vincent & the Grenadines.

The Client is notified of the risk under the present Contract, and that the risk might be significant. Before signing the Contract, the Company would like to draw the Client's attention to the fact that during the Contract execution, the Client receives both an opportunity to multiply his/her funds entered in the personal account and risk to reduce them up to complete loss.

The Client has independently examined the national right of the Client and is aware of the legal regulations and likewise he undertakes to execute the right of the registration of the Company for purposes of this Contract, which is executed on the territory of the registration of the Company.

**"MMCIS inc. COMPANY"**