

## **Finvestus Agreement**

This Finvestus Agreement includes terms and conditions of all of the Company's services provisions in the sphere of the financial markets and financial tools either presenting or not presenting on the organized market. Finvestus Agreement is offered by Finvest Inc.; Registration No. 2049902. Finvestus Inc activities are regulated by the Registrar of Corporate Affairs, of the British Virgin Islands; Address: Intershore Chambers, 4342 Road Town, Tortola, British Virgin Islands

The following agreements constitute an integral part of the Finvestus Agreement:

1. Customer Agreement
2. Partners Agreement

This Finvestus Agreement should be carefully read by the Company's Client as they regulate the conditions of the Client's trading and non-trading operations along with all the relationship between the Client and the Company in general. By providing data for registration on the website or in the mobile application and creating a Personal Area on the Company's website the Client confirms and guarantees the fact of having familiarized with all provisions of this Finvestus Agreement, understood their meaning and unconditionally accepted them, as well as any agreements, policies and documents of the Company that are referred to in the text hereof. Rules and principles of the Client's personal data use and protection are regulated by the Company's Privacy Policy.

# Customer Agreement

## **1. Subject of the Agreement**

1.1. This Agreement sets forth the terms and conditions of the Company's services provision. The Company provides the following services to the Customer: performing operations in financial markets, performing transactions with financial tools either presenting or not presenting on the organized market. This Agreement also sets forth the order of payments between the Parties, in connection with the aforementioned services provision. Accepting this Agreement the Client guarantees the following:

1.1.1. In case the Client is a private person, he/she is a legal person of age. In case the Client is a legal entity, the entity is capable and no one except the Client has any rights of demand or obligation in respect to the transactions performed in the Client's trading account.

1.1.2. All the transactions on the Client's trading account are performed in compliance with this Agreement

1.1.3. In case of any change or modification of personal data or expiration of personal identification documents, the Client is obliged within 3 business days to inform the Company of such changes/expiration. The notification must be sent by email containing the Client's first and last name, account number(s), phone, as well as Client's valid passport or ID and recent proof of residential address. The notification must be signed, scanned and sent to support@finvest.us from the email the Client submitted during his/her account registration. The Company has the right to request other verification documents in order to verify the Client and comply with applicable know-your-client regulations. Any delay or failure to comply with this clause shall amount to breach of these Agreement by the Client and can lead to closure of the Client's account(s).

- In case the Client is a private person he submits the registration form personally.

- If legal entity, the form is submitted by the person in charge.

1.2. Client's Representations.

1.2.1. The Client represents and warrants that he/she is free to enter into this Agreement, to perform each of the terms and covenants contained herein and that he/she is not restricted or prohibited, contractually or otherwise, from entering into or performing under this Agreement and that his/her execution of and performance under this Agreement is not a violation or breach of any other agreement between the Company and any other person or entity.

1.2.2. The Client understands and expressly agrees that the Company shall exercise its right to monitor activity of the Client and verify consistency of Client's behavior and trading activities on the Company's platform.

1.2.3. The Client further represents that he/she has complete understanding and is agreeing with all terms and conditions of this Agreement.

## **2. Company's services**

2.1. The term "Company's services" refers to any interactive services or software provided by the Company, which allow the Client to:

2.1.1. Connect the Company or authorized third Party, receive information and/or quotes from the Company or authorized third party;

2.1.2. Perform transactions on financial markets through the Company by means of Metatrader 4.0 software, including electronic data transmission between the Client's PC (or any similar device) connected to the Internet and the Company's authorized network;

2.2. Accepting this Agreement the Client confirms he/she has read the communication rules and agrees that he/she is only able to perform orders by means of trading terminal and the Company's live chat only.

2.3. Company's services include Metatrader 4 and Metatrader 5 software pack, technical analysis means and any third parties' services offered along with the Company's services.

2.4. The Client confirms that the Company may modify, add, rename or leave unmodified the Company's services offered in compliance with this Agreement without prior notification. The Client also confirms that the Agreement is applied to the services which may be modified, added or renamed in future in addition to the services provided by the Company at present.

2.5. As far as trading operations are concerned the Company only provides execution, not providing any asset management or recommendations.

2.6. The Company is not liable to (unless set forth in this Agreement):

2.6.1. Track any Client's trading operation status and inform the Client about it;

2.6.2. Close any Client's open position;

2.6.3. Attempt to execute any Client's order by different quotes than the quotes offered in Metatrader 4 trading platform

2.7. Company's services do not include providing recommendations or information capable of engaging the Client to perform any transactions. In exceptional cases the Company reserves a right to provide information, recommendations or advice to the Client, however, in these cases the Company will not be responsible for any consequences of such recommendations and advices. Despite the Company reserves a right to close or decline any Client's position, all the trading operations performed by the Client as a result of imprecise information and/or mistake still remain in force and are mandatory for both the Client and the Company.

2.8. The Company is not a tax agent and acts under the legislation of the British Virgin Islands. The Parties comply with their tax and/or any other obligations independently and on their own.

2.9. The Company reserves a right to decline the Client and offer him/her to withdraw the deposit in case his/her activity or interaction with the Company is deemed inappropriate and/or incorrect.

2.10. No actual supply of the currency or base asset of a CFD is made within a trading operation. All the profits and losses are deposited/deducted from the Client's trading account balance immediately after the position closure.

### **3. Deposit/withdrawal of funds**

3.1. Funds deposit to the Client trading account

3.1.1. A Client can deposit funds to his/her account by means of the methods and payment systems available in the Personal Area.

3.1.2. If it is impossible to execute a deposit automatically, the request will be carried out by the Company's financial department within 2 working days after it is created.

3.2. Withdrawal of funds from the Client's trading account

3.2.1. The Client can withdraw funds from his/her account only to those payment systems which have been used in P. 3.1.1.

3.2.2. In the cases when deposit of the account was executed via various methods, withdrawal is executed via the same methods in the ratio according to the deposited sums;

3.2.3. In exceptional cases (such as force majeure circumstances, termination of payment system operation, etc) the Company is entitled to decline a Client's funds withdrawal in this payment system. Depending on circumstances such cases are considered case by case.

3.2.4. According to the Company's withdrawal policy, withdrawal requests are processed within 2 working days upon receipt of withdrawals request.

3.2.5. The Company in its sole discretion can request information from the Client about his/her source of income and source of funds in order to verify legitimacy of Client's deposits and withdrawals and in order to comply with applicable regulations.

3.2.6. If an account has been deposited via a debit or a credit card at least one time, a withdrawal from the account should be executed back to this card during the year since last deposit made via the card.

3.2.7. If an account was funded via debit or credit card, a card copy is required to process a withdrawal. The copy must contain the first 6 digits and the last 4 digits of the card number, cardholder's name, expiry date and cardholder's signature.

3.2.8. If an account has been deposited by a debit or a credit card and a withdrawal request is submitted within one calendar year from the date of the deposit, the funds will be credited back to the card. Up to 100% of the initial deposit can be withdrawn to the card. The amount exceeding the initial deposit may be withdrawn in full or partially via any other payment system or bank where the client has his personal e-wallet or bank account.

3.2.9. The company reserves a right to reconcile financial operations on client's trading accounts and payment Systems in order to see genuineness and consistency of the Client's trading activities on the Company's platform.

3.2.9.1. In case of discrepant transactions, the company may cancel any financial operations that are not found in the payment system's records or were cancelled (chargeback).

In this case, the company also reserves a right to cancel any trading operations made with the unconfirmed funds as well as call back any related payments for these operations, such as partner commission, auto-referral commission, promo and bonus lots, etc.

3.4. Financial security.

3.4.1. To provide financial security the Company is entitled to request from the Client a confirmation of the verification of personal data submitted at the registration of a trading account. For this purpose the Company may at any moment ask the Client to submit a copy of a passport or other equivalent document, certified by a notary (at Company's discretion).

3.4.2. The Company is entitled to prohibit to deposit or withdraw funds to the third parties.

3.4.3. In case of indication or suspicion of any form of Client's fraudulent activity or violation of conditions of Customer Agreement, the Company in its sole discretion will be entitled to suspend all transactions of deposits or withdrawals.

3.5. In case of Customer's violation of any Agreement provisions, the Company also reserves the right to terminate this Agreement between the Parties, to block the Client's trading account, and to cancel all the Client's profit. After that, the Company withdraws the remaining balance, excluding the Client's profit to the Client's payment system in accordance with Clause 3.2.1. of this Agreement within 2 working days after termination. The Agreement termination shall mean the termination of the Company's obligations to the Customer. In accordance with the conditions hereof, the rules and provisions of this Agreement concerning privacy shall be effective regardless of the Agreement termination.

3.6. In case of the mutual termination of this Agreement under the Client's request, the Company should block the Client's trading account and withdraw the remaining balance net of the Client's profit to the Client's payment system in accordance with the Clause 3.2.1. of this Agreement within 2 working days after termination. In accordance with the conditions hereof, the rules and provisions of this Agreement concerning privacy shall be effective regardless of the Agreement termination.

3.7. In case if it becomes known of the Client's death or Client's incapability the Company has the right to terminate the Agreement and to block the Client's trading account. The right to withdraw the remaining balance from the Client's trading account will be available only for Client's heirs according to the applicable law and with documents issued by the competent authorities. Client's heirs cannot get access and use the Client's trading account.

#### **4. Communication between the Client and the Company**

4.1. The Company uses the following communication means to contact the Client:

- a) Internal emails of the trading platform at their sole discretion (From the Company to the Client);
- b) Corporate chat, realized through a Personal Area;
- c) Telephone;
- d) Post;
- e) Announcements in the related sections of the Company website;
- f) Corporate chat;
- g) To contact the Client the Company shall use the Client references, stated while opening the account or changed in accordance to the present Regulations.

4.2. To be able to react promptly to the Client's needs the Company sets priorities in answering Clients in the following way: communication means via which the Client can perform trades: online chat (from a Personal Area) are served first, then questions from the forum and email are processed.

4.3. Correspondence (documentation, announcements, notifications, confirmations, reports, etc.) is considered to be accepted by the Client:

- a) An hour after sending it to their email;
- b) Immediately after sending it by internal email of the trading platform; c) Immediately after finishing a conversation by phone;
- d) After 7 days since sending it via post;
- e) An hour after placing it at the Company website.

4.4. To provide confidentiality of all trading operations, performed by the Client, access to a trader Personal Area and trading terminal are secured via passwords. The Client is solely liable for keeping his/her logins and passwords.

4.5. For the purpose of providing security for all Client trading operations, telephone conversations with the Company are recorded on magnetic or electronic media. Such records are proprietary to the Company and serve as evidence of orders submitted by the Client.

#### **5. Procedure of consideration and settlement of disputes and claims**

5.1. Procedure of consideration and settlement of disputes and claims for orders.

5.1.1. Should a dispute situation arise, the Client is entitled to make a claim against the Company. Claims are accepted within 2 working days since the moment the grounds for a claim appeared.

5.1.2. The claim should contain information stated in P. 5.1.6. and be sent in an email to support@finvest.us. All other claims submitted otherwise shall not be considered.

5.1.3. The Company considers a Client claim in the time period of 10 working days. The Client shall hold negotiations and give answers to all Company requests with good faith.

5.1.4. A Claim consideration is suspended till the Client gives answers to all Company requests.

5.1.5. A Claim will be rejected and the Client's accounts may be terminated in the following cases:

a) Client fails to answer to any and/or all requests of the Company within 5 days from the day they were received.

b) The Company discovers that the Client was using multiple devices while accessing the Company's platform

and/or accessing the platform from multiple IPs which would be inconsistent with ordinary Client behavior and/or would raise suspicion that the Client's accounts were compromised and/or used by unauthorized third parties.

c) The Company has reasonable grounds to believe that the Client willingly provided access to his accounts to third parties.

5.1.6. A Client claim shall contain:

a) Full name;

b) Account number;

c) Date and time when a dispute situation occurred;

d) Ticker of the arguable order;

e) Claim description.

5.1.7. The Company is entitled to reject a claim provided it does not comply with P. 5.1.2., 5.1.6.

5.2. Procedure of consideration of claims against service quality.

5.2.1. Shall the Client have claims against service quality, he/she is entitled to inform Quality control department in an email via quality@finvest.us. All claims sent to this address are considered in detail by Quality control department specialists.

5.2.2. Time period for considering a claim against service quality is 10 working days. According to the results of the examination a letter notifying about the results of examination shall be sent to the Client contacts in Personal Area which were stated while opening the account.

5.2.3. A Client claim shall contain:

- a) Full name;
- b) Account name;
- c) Date and time when a dispute situation occurred;
- d) Name of a service support department who the Client was talking to;
- e) Communication method (telephone, Life Chat via a Personal Area, corporate chat at the Company website, other communication methods);
- f) Situation description and the essence of a claim.

5.3. Source of information to prove validity of claim

5.3.1. Server log-file is the main source of information while considering dispute situations. Information on the server log-file has absolute priority over other arguments while considering a dispute situation, including information at the client terminal log-file.

5.3.2. Shall the server log-file not contain the corresponding note proving Client intentions; it is a basis to hold a claim invalid.

5.4. Compensation payment

5.4.1. Should the claim be found proven; settlement is executed only in the form of compensation payment added to the Client trade account.

5.4.2. Compensation shall not compensate the profit not received by the Client in the event that the Client had an intention to perform some action but has not performed it for some reason.

5.4.3. The Company shall not compensate non-pecuniary damage to the Client.

5.4.4. The Company adds a compensation payment to the Client trading account within one working day since the moment of making a positive decision on the dispute situation.

5.5. Cases of rejection to consider a claim

5.5.1. Claims against not processed orders submitted during server scheduled maintenance are not accepted, provided a notification about such maintenance has been sent to the Client via internal email of the trading platform or via any other means according to P. 4.1. of the present Agreement. Non-receipt of such a notification is not a ground for making a claim.

5.5.2. Claims against time period of order execution are not accepted regardless of time a Dealer needed to execute an order, and regardless of time when a notice about an order execution appeared in the server log - file.

5.5.3. Dispute situations not stated in the present Agreement are considered by the Company according to the universal best practice.

5.6. Should the order of the Client be open, closed or changed due to the off-market quote, the Company reserves the right to return the order status before spike.

## **6. Risks**

The Client confirms that they are notified about risks related to performing trade operations at the world financial markets, including the following:

### 6.1. Leverage risk

6.1.1. While performing trade on the conditions of “Margin trading” a relatively small change of rate may strongly influence the Client trading account balance due to the leverage effect. In the event of a market movement against the Client position, he/she can bear loss in the amount of the initial deposit and any other additional funds deposited to support open orders. The Client is fully liable for consideration of all risks, use of financial tools and a choice of the relevant trading strategy.

6.1.2. It is recommended to maintain Margin level at 100% and higher, as well as always submit Stop Loss orders to eliminate possible losses.

6.1.3. The Client should acknowledge that he runs a risk of incurring partial losses or all his/her initial capital as a result of the purchase and/or sale of any Financial Instrument. The Client accepts that he is willing to undertake this risk and agrees that he/she will not be able to refund lost funds.

### 6.2. Risk of financial tool volatility

6.2.1. A wide range of tools has great change of rates during the day that implies high probability of receiving profits as well as bearing losses for trading.

### 6.3. Technical risks

6.3.1. The Client accepts risks of financial losses due to a failure of information, communication, electrical and other systems from the Client side.

6.3.2. During trading by means of the client terminal the Client accepts the risks of financial losses, which might occur due to:

- a) A failure in the hardware, software, and bad quality of connection from the Client side; b) A malfunctioning of the Client equipment;
- c) Wrong settings of the client terminal;
- d) Not a timely update of the client terminal version;
- e) A lack of the Client knowledge about the instructions, described in the support installed in the Terminal.

### 6.4. Risk of irregular market conditions

The Client accepts that in market conditions different from regular, time of processing Client orders may increase, spread may be widened, and also an execution quote may differ from quotes in the flow.

### 6.5. Risk of technical peculiarities of the trading platform

6.5.1. The Client accepts that in the queue of orders on the server there can be only one order. An attempt to submit any new order will be rejected and in the order window a notice will appear “Order is locked”.

6.5.2. The Client accepts that the only authoritative source of information about the quote flow is the main server serving Clients, performing trades at the real accounts. Quote databases at the the client terminal shall not serve as an authoritative source of information about the quote flow, as in the event of an unstable connection between the client terminal and the server a part of quotes from the quote flow may not reach the client terminal.

6.5.3. The current rates for the underlying assets are those calculated by the Company on the basis of the quotes received by the Company. All issues regarding the market prices determination lie within the sole cognizance of the Company.

6.5.4. The Client unconditionally accepts the quotes provided by the Company to its Clients as exclusively correct; no claims about the quotes provided by the Company being different from the quotes of other sources can be accepted for consideration.

6.5.5. The Company reserves the right to reconsider the provided quotes for any time period if, according to the Company, such quotes fall within the definition of an “Off-market quote”, and/or “Irregular market conditions”, and/or an “Obvious error” defined in the present Agreement and/or in the “Terms and definitions” section, and revise the financial results of the trading operations executed at such quotes.

6.5.6. In case of an unscheduled halt of the quotes flow on the trading server caused by a hardware or software failure, the Company reserves the right to synchronize the quotes database on the server with other sources in order to reestablish the continuity of the quotes flow history. In such cases, the Company is entitled, but not obliged, to revise the financial results of the Client’s trading operations executed within this time period.

6.5.7. The Client accepts that closing a window of submitting/modifying/removing an order as well as the window of opening/closing an order does not cancel the order which has already been submitted to the Dealer for processing.

6.5.8. The Client accepts the risk of performing unplanned trading operations in the event of submitting an order second time before receiving information about the results of a previous order processing by Dealer.

6.5.9. The Client accepts that an order for simultaneous modification of the level of a pending order and levels Stop Loss and/or Take Profit, submitted for processing after the order has been executed, will be modified only in the part of modifying levels Stop Loss and/or Take Profit orders of the open for this order position.

6.5.10. The Client accepts that in the event of submitting a pending order or Stop Loss and/or Take Profit orders for the level, equal to the current quote in the quote flow, an order will be executed only in the event when a new tick towards an order actuation will occur, provided the conditions in P. 3.5 are satisfied.

6.6. Risk of communication failure

6.6.1. The Client accepts the risk of any financial losses caused by the fact that he/she did not receive or received with delay any message from the Company.

6.6.2. The Client acknowledges that non-encrypted information sent via e-mail is not protected from unauthorized access.

6.6.3. The Client agrees that the Company has the right to delete messages received by the Client through an internal mail of the client terminal within three calendar days since the moment of the message sending.

6.6.4. The Client is fully liable for keeping confidential information received from the Company and accepts risks of any financial losses caused by unauthorized access of third parties to the trading account.

6.7. Risk of force majeure circumstances

6.7.1. The Client accepts the risks of financial losses caused by force majeure circumstances.

## **8. Force majeure circumstances**

8.1. Force majeure circumstances shall include but not limited to: any actions, events or circumstances (including but not limited to any strikes, riots, mass disturbances and civil disturbances, terroristic acts, floods, extraordinary weather conditions, earthquakes, fire, wars, labor disputes, accidents, government actions, connection and power failures, equipment and software failures, etc) which in the reasonable opinion of the Company lead to destabilization of a market or markets of one or several tools, interruption of business, liquidation or closing of any market or absence of an event on the basis of which the Company sets quotes, or introduction of non- standard trading conditions at any market or towards any such event.

8.2. The Company having sound ground is entitled to define the borders of force majeure circumstances occurrence. In the event of force majeure circumstances the Company shall take all measures in good faith to notify the Client about force majeure circumstances.

8.3. The Client agrees that in the event of force majeure circumstances the Company is entitled (without limiting other Company rights according to the present Agreement) without prior written notification and any time to take any of the following actions:

- a) Increase margin requests;
- b) Close one or all open positions at a quote the Company reasonably finds correct;
- c) Suspend or modify application of one or all of provisions of the present Agreement as long as force majeure circumstances do not allow the Company to follow these provisions;
- d) Take or not take any actions towards the Company, the Client and other Clients, provided the Company has reasonable grounds for considering such actions reasonable in such circumstances;
- e) Reconsider financial result of all Client trading operations, falling within force majeure circumstances, by changing quotes, opening/closing orders, or total deletion of orders.

## **Partners Agreement**

Finvestus Inc., further referred to herein as “Company” and a Customer, who opened an IB account at [www.finvest.us](http://www.finvest.us), further herein referred to as “Introducing Broker”, together referred to as “Parties” entered into the following IB agreement:

### **1. Common provisions**

1.1. This Agreement constitutes an integral part of the Customer Agreement.

1.2. In order to register as an Introducing Broker, it is necessary to:

1.2.1. Register a Personal Area on the Company’s website.

1.2.2. Accept this Agreement and receive an email confirmation about the IB account opening.

1.2.3. Receive a personal Introducing Broker ID account.

1.2.4. The Company reserves a right to require personal ID, or any other document(s), confirming IB’s personal data at any time.

1.3. After an IB account is opened, an Introducing Broker may select any promo materials available on the Company’s website and place them on his/her website, or, alternatively, use his/her referral link.

1.4. After the conditions of P. 1.2 are met, the IB account is deemed active. An automated email notification is sent to the Introducing Broker’s email submitted during the registration.

1.5. The Company and an Introducing Broker undertake mutual coordinated commitments aimed directly at acquirement of customers to trading on the markets and trading tools, provided by the Company.

1.6. An Introducing Broker undertakes commitments set forth in this Agreement, i.e. to search and acquire customers for the Company, as well as other rights and obligations set forth in this Agreement. When performing commitments, set forth in this Agreement, an Introducing Broker acts solely on his/her own but acquires customers to the Company.

1.7. An Introducing Broker unconditionally accepts that all the customers he/she acquires are the Clients of the Company.

### **2. Parties cooperation**

2.1. This Agreement in no way denotes any employment relationships or a co-business. An Introducing Broker cannot use Company’s name, Company’s logo and other copyrighted materials anywhere including advertising, printing, business cards, announcements, publications, unless with the Company’s prior written permission. An Introducing Broker may perform his/her activities and introduce himself/herself into any negotiations as the Company’s Client with Introducing Broker privileges only. No other possible statuses are

permitted. An Introducing Broker has a right to use promotional materials, specifically designed for him/her by the Company.

2.2. Under no circumstances the Company bears any responsibility for:

2.2.1. Any Introducing Broker's activities performed in violation of any of the provisions of this Agreement and/or Customer Agreement.

2.2.2. Any Introducing Broker's activities performed in excess of the privileges provided by the Company.

2.2.3. Any damage or loss caused by an Introducing Broker to any third parties.

2.2.4. Any claims to an Introducing Broker caused by his/her failure to meet p 3.1 of this Agreement.

2.3. The parties are obliged to follow the

### **3. Introducing Broker's rights and obligations**

3.1. Since this Agreement is accepted, an Introducing Broker on his/her behalf, for a reward paid by the Company:

3.1.1. Performs advertising for the Company.

3.1.2. Performs any activities, corresponding to his/her country's legislation, to acquire new customers to the Company.

3.1.3. Informs new customers about the Company's activity, services, advantages and other relevant information.

3.1.4. Provides new customers with information about the Company, including addresses and contact details of the Company, common or special conditions of the Company's services provision.

3.1.5. Provides new customers with the information about the Company's corporate website ([www.finvest.us](http://www.finvest.us)) and its structure, the information placed on the website, comments and clarifies it, if required.

3.2. An Introducing Broker guarantees that his/her activities comply with the legislation of his/her country of residence.

3.3. An Introducing Broker is obliged to inform the Company of any interference into his/her activities immediately.

3.4. An Introducing Broker is obliged to acquire customers to the Company.

3.5. A Client is deemed acquired by an Introducing Broker in case one of the following conditions is met: 3.5.1. A Client registers his/her account using a special (referral) link provided by an Introducing Broker.

3.5.2. A Client forwards a written request to the Company to register him/her as acquired by the named Introducing Broker. The request is complied in case it is forwarded within 7 calendar days since the Client is registered at [www.finvest.us](http://www.finvest.us) and the Client is not already registered with a different Introducing Broker.

3.6. The Company reserves a right to register a Client as acquired by an Introducing Broker during 7 working days since the Client is registered at [www.finvest.us](http://www.finvest.us). In this case the Introducing Broker has to prove the fact of the acquirement of the particular Client and explain why the registration failed to be performed in accordance with p. 3.5 of this Agreement.

3.7. An Introducing Broker is obliged to provide any advertising materials (including business cards) to the Company to endorse them prior to conducting any advertising campaigns.

3.8. An Introducing Broker is prohibited to use any fraudulent advertising methods to promote the Company. It is strictly prohibited to use the following:

3.8.1. APS (Active Promotion Systems);

3.8.2. Advertising on amoral (including pornographic) websites;

3.8.3. Advertising on websites, not complying with the Introducing Broker's country legislation;

3.8.4. Spam and spamdexing;

3.8.5. Advertising containing not full or distorted services description, or failure to explain the risks and services to the customers;

3.8.6. Advertising containing false or distorted information or failing to comply with the Introducing Broker's country legislation;

3.8.7. Any other activities, which might harm the positive reputation of the Company; 3.8.8. Any other ways of fraudulent advertising.

3.9. An Introducing Broker has no right to:

3.9.1. Register and/or use domains containing "FBS" or any other variants of it, e.g.: [fsb](http://fsb.com), [ffbs](http://ffbs.com), [fbss](http://fbss.com), etc.

3.9.2. Register a business and/or use in the business name "FBS" or any other variants of it, e.g.: [fsb](http://fsb.com), [ffbs](http://ffbs.com), [fbss](http://fbss.com), etc.

3.9.3. An Introducing Broker is prohibited to use direct Company's URL in any PPC systems (Google, Yahoo!, Live, etc) as well as his/her referral link, conduct advertising campaigns for the brand requests. Redirects or any other ways of forced (fraudulent) acquirement of customers to the website are also prohibited.

3.9.4. An Introducing Broker has no right to create his/her own applications using FBS' logo and company name.

3.9.5 An Introducing Broker is prohibited to use paid search advertising including Google Ads.

3.10. An Introducing Broker has no right to perform any kind of monetary relationship with the customers (including accepting funds, bank wires or cards, etc).

3.11. An Introducing Broker is obliged to maintain confidentiality regarding the Company's activities and/or the Information, which becomes available to an Introducing Broker. .

3.12. An Introducing Broker is obliged to inform the Company immediately about any facts he/she is aware of, which might lead to any adverse consequences (risks) to the Company.

3.13. In case of any claims from Clients to the Company, related to Introducing Broker's activities, the Introducing Broker is obliged to solve such claims on his own.

3.14. An Introducing Broker is obliged to warn the Client about the risks of stock exchange trading before the Customer Agreement is signed.

3.15. The Company does not recommend an Introducing Broker to provide any recommendations and/or advice to the Client regarding trading operations and/or strategies, or in any other way influence the Clients' decisions. The Company bears no responsibility for the consequences of such recommendations and advice.

3.16. An Introducing Broker has no right to publish or participate, or cooperate in publishing any materials in mass media, issue, send any newsletters or notes, or cooperate in writing any materials in newspapers, magazines, blogs, Internet forums or other mass media, which might injure the positive reputation of the Company.

3.17. Before entering into any relationship with Clients, an Introducing Broker is obliged to inform them of his/her Introducing Broker status and privileges.

#### **4. Company's rights and obligations**

4.1. The Company is obliged to provide an Introducing Broker with assistance in performing provisions of this Agreement.

4.2. The Company is obliged to pay a reward to an Introducing Broker as set in this Agreement.

4.3. The Company is responsible for dealing and calculations. The Company provides trading reports by request from an Introducing Broker not more frequently than 4 times monthly, unless stated otherwise.

4.4. The Company is obliged to open real accounts for the Clients acquired by an Introducing Broker in compliance with the terms and conditions of the Customer Agreement.

4.5. The Company is obliged to provide Clients with an ability to perform trading operations via logins and passwords set up by the Company.

4.6. The Company is obliged to conduct a full accounting of Client's trading.

4.7. The Company reserves the right to receive a full report from the Partner on the results of campaigns and promotions conducted in order to attract Clients.

4.8. The Company has a right to dissolve this Agreement in case an Introducing Broker fails to acquire 5 active Clients within 90 days since registered as an Introducing Broker.

4.9. The Company reserves the right to exclude one or more Clients' accounts from the list of attracted clients of the Partner, in case the said account is not funded within 30 days after its registration in the Client's Personal area.

4.10. In case an Introducing Broker fails to meet the conditions of this Agreement, the Company has a right to exclude Client(s) from an Introducing Broker's Clients list.

4.11. The Company has a right to inform Clients that an Introducing Broker receives a reward on their trades from the Company for the activities, described in this Agreement.

4.12. In case the Company received a message from a payment system stating that a Client is suspected of fraudulent activities, the Company has a right to detach the said Client from his/her Introducing Broker and cancel all Introducing Broker's commission associated with the said Client.

4.13. In case the Company asked for a proof (scanned copies of cards), the Client should send it within 24 hours, otherwise the Company has the right to detach the Client automatically until he/she sends scanned copies of cards that he/she made deposit with, then he/she would be re-attached again. The commission for the period of detachment will not be credited to the Introducing Broker.

4.14. The Company has a right to dissolve this Agreement in case of an Introducing Broker's material failure to meet its conditions.

4.15. In case of Introducing Broker's violation of any Agreement provisions, the Company reserves the right to terminate this Agreement between the Parties, to block their IB account, to detach all the clients from the Introducing Broker, and cancel all the bonuses and the entire Introducing Broker's commission associated with their clients without prior notice. The Agreement termination shall mean termination of the Company's obligations concerning the commission transfer and other rewards to the Introducing Broker. In accordance with the conditions hereof, the rules and provisions of this Agreement concerning privacy shall be effective regardless of the Agreement termination.

4.16. The Company has a right to deactivate an IB account in case an Introducing Broker does not use it for more than one (1) calendar year (including but not limited to any login operations, changes of settings, withdrawal of commission). Account deactivating implies that the Company stops calculating the commission, and the account is archived.

## **5. Introducing Broker's Privileges Limitations**

5.1. Without prior written permission of the Company, an Introducing Broker is prohibited to:

5.1.1. Undertake any commitments in the name of the Company, or bind the Company with any commitments.

5.1.2. Give any guarantees and/or promises; make any statements regarding any payouts on any agreements set by the Company.

5.1.3 To use any contents of Company's websites and/or mobile apps and other Company's intellectual property assets, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color schemes, graphics, etc. The Introducer broker is not permitted to use any of the Company's intellectual property assets without Company's prior written consent. It is strictly forbidden to use similar Company's domain names, similar app names, apps descriptions, keywords, images or video placed on the Company's websites and/or mobile apps. The violation of this rule will be regarded as a flagrant breach of this Agreement. The Agreement may be terminated while the provisions of paragraphs 5.4 and 5.5 of this Agreement will be applied to the Introducer Broker and his account.

5.2. An Introducing Broker is prohibited to:

5.2.1. Modify the code of promo materials, provided by the Company, available in the Personal Area. If the fact of a modification be revealed, the Company has a right to dissolve this Agreement and cancel any Introducing Broker reward.

5.3. The limitations listed in p. 5.1 and 5.2 are in effect while the Agreement is signed and during 5 years after the Agreement is dissolved or voided.

5.4. In case, as a result of an Introducing Broker's failure to comply with the conditions of this Agreement (including unauthorized activities or statements), the Company receives any suits, all the expenses (losses) of the Company must be fully compensated by an Introducing Broker. In this case the Company' losses are recognized as any expenses the Company bears or will bear to restore its rights and interests (real losses) as well as loss of profits that the Company would normally receive during a common business process when its interests and business reputation are not harmed as a result of an Introducing Broker's failure to commit to this Agreement. An Introducing Broker has no right to dispute the amount of the losses that the Company claims as a compensation.

5.5. In case an Introducing Broker breaches the conditions of this Agreement, the Company reserves a right to block his/her IB and real accounts until all the losses are covered. The Company has a right to cover the losses caused by an Introducing Broker with the Introducing Broker reward or any other payouts set forth in this and/or Customer Agreement.

5.6. In case of any data match between an Introducing Broker and his/her referrals (such as, but not limited to address, email, phone, IP addresses, etc) the referral will be excluded from an Introducing Broker's Clients list. In case two or more real accounts are operated from the

same IP address, they are considered affiliates (auto referral), and no reward is paid for trading on them.

5.7 The Company reserves the right to demand Personal area verification of all clients of the Partner that the Partner has received commission for, prior to approving funds withdrawal from a Partner account.

5.8. In respect of trades employing the practice commonly known as "churning" no commissions will be paid and the involved client/s will be detached. Churning is considered, but not limited to, the practice of executing trades through a client account for the sole purpose of generating commissions. In the event of such or/and any other trading activity by clients introduced by the Introducer, that is deemed suspicious by the Company the Company is entitled to terminate this Agreement and/or to recalculate or withhold the Introducer's commission(s) accordingly and in the Company's' sole discretion.

## **6. Principles of Introducing Broker's work and Clients acquirement**

6.1. An Introducing Broker has a right to create a website dedicated to the Company's activity, containing information about world financial markets and the Company's services, as set forth in p. 3 of this Agreement.

6.2. Clients registration and adding them to an Introducing Broker's group (Clients list) is performed in one of the following ways:

6.2.1. A Client uses a referral link to enter the Company's website.

6.2.2. A Client may choose to be attached to the named Introducing Broker upon written request forwarded to the Company with his/her ID attached. The request is complied in case all following conditions are met:

- the Client is not already registered with a different Introducing Broker (in this Case he/she needs to follow the process mentioned in p.6.2.3.).

- the Client has no prior trading orders at any trading accounts in his/her Personal Area. Trading orders on Bonus Accounts are not counted.

- in case the Client has prior trading orders at Real account(s) the request is complied only if forwarded within 7 calendar days since the Client is registered at [www.finvest.us](http://www.finvest.us).

- the Introducing Broker has registered his/her Partner account before the Client has registered an account at [www.finvest.us](http://www.finvest.us).

6.2.3. A Client who is registered under the Introducing Broker may change his/her Introducing Broker upon written request forwarded to the Company with his/her ID attached. The Client may change Introducing Broker only once. The request is complied in case all following conditions are met:

- the Client has no prior trading orders at any trading accounts in his/her Personal Area. Trading orders on Bonus Accounts are not counted.

- in case the Client has prior trading orders at Real account(s) the request is complied only if forwarded within 7 calendar days since the Client is registered at [www.finvest.us](http://www.finvest.us).

- the Introducing Broker has registered his/her Partner account before the Client has registered an account at [www.finvest.us](http://www.finvest.us).

6.3. A Client has the right to leave his/her Introducing Broker and become a direct Client of the Company at any time. In case Client was detached from Introducing Broker, he/she cannot be re-attached to any other Introducing Broker once again.

6.4. An Introducing Broker is prohibited to receive any reward from trading on his/her own account(s) or accounts belonging to his/her relatives or any other affiliated parties (whether an Introducing Broker is an individual or a legal entity).

## **7. Term of validity**

8.1. This Agreement comes into effect after it is accepted by an Introducing Broker on the Company's website.

7.2. Term of validity of this Agreement is 12 months since it is accepted. The Company may require a signed Agreement at any time.

7.3. In case none of the Parties decided to terminate the Agreement 30 days prior to the end of its validity, the Agreement shall be deemed prolonged to an unidentified period.

## **8. Force Majeure**

8.1. None of the Parties shall be liable for its partial or complete failure to meet its commitments in case it is caused by force majeure events (civil unrest, war, insurrection, international intervention, governmental action including, without limitation, exchange controls, forfeitures, nationalizations, devaluations, natural disasters, acts of God, and other inevitable events. Not depending on the will of any of the Parties).

8.2. The Party, which due to force majeure events cannot meet its commitment, shall inform the counterparty about it in written form during 5 days after the aforementioned events has occurred.

8.3. The facts mentioned in this notification must be confirmed by a proper authority or an organization of the Party's country of residence. Failure to notify the other Party on time shall not be considered a basis to release the Party from the responsibility.

8.4. In case the impossibility to meet the Party's commitments lasts over 6 months, the Agreement shall be deemed dissolved.

## **9. Other conditions**

9.1. In case of any arguments between a Client and an Introducing Broker, the Company's opinion will be final.

9.2. In case of absence of the requirements to fulfill the commitments from one of the Parties, the counterparty is not released from its responsibilities set in this Agreement, nor does it denote denial of liability.

9.3. An Introducing Broker accepts that the Company has a right to modify certain conditions of this Agreement at any time. An Introducing Broker accepts a liability to check up all modifications in the Agreement.

9.4. One of the following means of communication shall be considered a written notification:

9.4.1. Email;

9.4.2. Regular mail;

9.4.3. Announcements in the “Company news” section on the Company’s website.

9.5. The Company will use an Introducing Broker’s contact information, e.g. address, email, etc, submitted during the registration, or the last contact information provided by an Introducing Broker.

9.6. Any kind of messages (documents, notifications, announcements, confirmations, reports, etc) shall be deemed received by an Introducing Broker:

9.6.1. After 1 hour since an email is sent;

9.6.2. After 7 days since a regular mail is sent;

9.6.3. After 1 hour since the information is published on the Company’s website.

9.7. An Introducing Broker is obliged to inform the Company of any changes in his/her contact information, submitted during the registration within five business days. The notification may be sent by email, regular mail or any other means of communication which can guarantee that:

9.7.1. The information is delivered in a timely manner;

9.7.2. The information is provided by an Introducing Broker personally.

9.8. Any of the Parties has a right to unilaterally extrajudicially dissolve this Agreement with a prior notification of the counterparty not less than 30 days beforehand.

9.9. This Agreement can be dissolved judicially on demand of one of the Parties, in case of multiple or rough violation of its terms and conditions by a counterparty, or in any other cases subject to the current legislation.

Accepting this Agreement the Introducing Broker confirms that: He/she has read and understood the Agreement.

All the conditions of the Agreement are understood and completely accepted.

No circumstances prevent an Introducing Broker from acceptance of this Agreement.