

## Client Agreement

### 1. Parties to and Subject of Agreement

- 1.1. This Agreement is concluded between the brokerage company Fort Financial Services Ltd. (hereafter – “the Company”) and an individual or a legal entity who intends to employ the Company’s services and communicates his/her/its primary personal data using the registration form on the web-site [fortfs.com](http://fortfs.com) (hereafter – “the Customer”).
- 1.2. The subject of this Agreement is constituted by the Company’s services associated with the Customer’s trading activity on the world financial markets as well as services associated with mutual payments by the Parties, their rights and obligations.
- 1.3. The Customer agrees with all clauses of this document and accepts them when registering his/her user account on the web-site [fortfs.com](http://fortfs.com) from then on, this Agreement shall come into force.

### 2. Company’s Services

- 2.1. As part of this Agreement, the Company renders the following types of services:
  - 2.1.1. Allows Customers to trade on the world financial markets using special software that provides access to engineering analysis tools and auxiliary information meant to provide assistance and help in trading activity.
  - 2.1.2. Enables communication with the Company’s customer support service or third party authorized to render services on behalf of the Company.
  - 2.1.3. Organizes the Customer’s receiving of information about actual market quotations via individual trading platforms from the Company’s representatives or authorized third party.
  - 2.1.4. Renders consulting assistance to the Customer in technical and information issues during the entire period of use of the software provided by the Company.
- 2.2. The Company reserves the right to introduce any changes and amendments to the list of Services mentioned in clause 2.1 of this Agreement. Introduced changes shall take effect after the Company notifies the Customer of such fact by any communication means specified in clause 5.1 of this Agreement. Besides, the Company reserves the right to apply clause 2.2 to new Services that may be added to those mentioned in clause 2.1 of this Agreement.
- 2.3. Trading terms, specifications, rules, and any other parameters and descriptions related to the Company’s services and located the website of the Company are an integral part of this Agreement and may be changed without notice to Customer, unless otherwise indicated.
- 2.4. The Company primarily executes trading orders of the Customer and neither renders nor carries out the services associated with trust management and consulting activities in capital management.
- 2.5. Analytical materials and other information published on the Company’s web-site should not be regarded as a guide for action. The Customer must be aware of this, accept and take responsibility to make independent trading decisions.
- 2.6. The Customer realizes that any orders opened via trading platform shall be executed by the Company even if such actions may be unfavorable to the Customer.
- 2.7. Each financial instrument, used by the Customer to perform trading operations is recognized as a settlement instrument. The Customer is aware that electronic purchase or sale via the trading platform provided by the Company does not imply physical delivery of currency or

asset mentioned in the contract. The Customer may look through his/her/its trading history immediately after closure of open transactions.

### **3. Representations and guarantees**

- 3.1. The Customer guarantees careful reading and complete acceptance of all clauses of this Agreement being aware that it determines conditions for his/her/its cooperation with the Company.
- 3.2. The Company bears no financial responsibility for the results of the Customer's trading transactions on the world financial markets.
- 3.3. The Company guarantees confidentiality of the Customer's data used in operations with the Customer Trader's Room, current account and trading accounts. The Customer holds an exclusive right to claim fulfillment of obligations on all transactions performed on his/her/its trading accounts. Rights and obligations mentioned in this Agreement shall not be assigned to or vested in another person under any circumstances.
- 3.4. The Customer as an individual guarantees his/her legal capacity, being of legal age (according to the law of the Customer's country of citizenship) and the fact that he/she is neither a resident nor a citizen of the USA. The Customer as a legal entity also guarantees that the Authorized organization is legally capable and registered outside the territory of the USA. The Customer as a legal entity guarantees that the owners of such legal entity and persons entitled to accept this Agreement without being required to use a power of attorney issued by the legal entity are not residents or citizens of the USA.
- 3.5. The Customer as an individual guarantees personal filling-in of the registration form on the Company's web-site. If the Customer is a legal entity, data shall be entered in the registration form by the authorized representative of the organization who holds an effective power of attorney for acceptance of this Agreement.
- 3.6. The Customer undertakes to protect confidentiality of information required to access the Trader's Room and to his/her/its trading accounts. The Customer shall as soon as possible inform the Company about information theft or loss and in cases of treacherous access by the third parties.
- 3.7. All information that the Customer obtains from the Company via this Agreement, terminal mail or e-mail, telephone and online chat is provided for examination and personal trading, not for use in entrepreneurial activity or for transferring to the third parties in any form without written consent of the Company. In case of violation of this clause of the Agreement, the Customer understands and bears full responsibility for performed actions according to the effective legislation on protection of intellectual property and activity.
- 3.8. If the Customer's trading account is not used for a period of 90 (ninety) calendar days, and the account balance is less than USD 5 or an equivalent of this sum, the account shall be archived with possible further reestablishment.

### **4. Rights and Liabilities of the Parties**

- 4.1. The Customer is entitled to:
  - 4.1.1. Perform transactions in the world financial markets by means of placing orders to the Company using a trading platform.
  - 4.1.2. Contact and consult with the Company regarding quotations.
  - 4.1.3. Request any information concerning status of current trading accounts of the Customer as long as technical capabilities for communication between the Customer and the Company are available.

- 4.1.4. In disputable situations, send complaints to the customer support service or the Company's management according to the procedure set out in the document governing the procedure for settlement of claims, requests and disputes regarding trading and non-trading transactions, orders and deals effected by the Customer.
- 4.1.5. Terminate this Agreement on his/her/its initiative in case of no indebtedness to the Company. In this case, the Customer undertakes to close all transactions, remove pending orders and inform the Company in writing form of his/her decision.
- 4.1.6. The Customer is entitled to independently dispose unallocated funds available on his/her/its client's and trading accounts: perform internal transfers between his/her/its own trading accounts and trading account of a third party (in case of investments according to the rules specified by the respective documents of the Company), withdraw to payment accounts, from which funds were initially deposited from the Customer to his trading or client account. Exceptions are described in section 6 of this Agreement as well as the cases of funds transferring to trust management accounts governed by a separate document.
- 4.2. The Customer shall be obligated to:
  - 4.2.1. Observe the rules indicated in the Rules of proceeding of trading operations while trading in the world financial markets using the Company's services.
  - 4.2.2. Observe the rules indicated by the financial operations procedure (section 6 of this Agreement) while executing financial transactions on his/her/its trading accounts.
  - 4.2.3. Bear responsibility for his/her/its actions performed on his/her/its trading accounts and in the Trader Room.
  - 4.2.4. Bear responsibility for his/her/its actions, particularly in relation to trading operations on the world financial markets.
  - 4.2.5. Understand and bear exclusive responsibility for the use of a particular trading strategy considering all possible risks.
  - 4.2.6. Understand and bear full responsibility for protection of confidential information provided by the Company and accept the risk of financial losses as a result of unauthorized actions of the third parties which obtained unauthorized access to the Customer's current trading accounts.
  - 4.2.7. Independently monitor the balance and the status of his/her/its trading accounts.
  - 4.2.8. Notify the Company of any changes in his/her/its contact information within 10 calendar days upon introduction of such changes.
  - 4.2.9. Understand and observe the effective Confidential Policy of the Company.
- 4.3. The Company shall be entitled to:
  - 4.3.1. In case of the Customer's violation of one or several clauses or sub-clauses of this Agreement, revise the amount of its financial obligations to the Customer, close one or several positions of the Customer at current market price, or suspend servicing of one or several trading accounts of the Customer, dismiss the Customer's application for depositing/withdrawal of funds, block access to the customer's Trader Cabinet.
  - 4.3.2. Maintain contact with the Customer on any issue related to this Agreement.
  - 4.3.3. Amend, rename and complete any sections, clauses or sub-clauses of this Agreement as well as the list of provided services and trading contract specifications published on the Company's web-site. The Company undertakes to notify the Customer of introduced changes using one of the means of communication listed in clause 5.1 of this Agreement. Changes shall take effect upon receipt of the notice by the Customer.
  - 4.3.4. The Company reserves the right to suspend servicing of trading accounts of the Customer, if there are any reasons to do so.

- 4.3.5. The Company reserves the right at its own discretion to use available funds on the Trading Account to extinguish its debt to Company arising from other Trading Accounts. Company may use any of the Client's funds to extinguish any of the Client's other obligations to Company, including but not limited to court costs and interest.
- 4.3.6. Request repayment of the negative balance of the client's trading account, unless otherwise stated.
- 4.3.7. Demand the Customer's observation of the established rules and clauses of this Agreement.
- 4.3.8. If the Customer's trading orders contradict with the conditions of this Agreement, the Company shall be entitled to revise the amount of financial obligations to the Customer.
- 4.3.9. For the purposes of provision of services under this Agreement, employ third parties to undertake the rights and obligations of the Company listed in this Agreement.
- 4.3.10. Process the Customer's personal data, including collection, accumulation, storage, use, systematization, correction (change, update), transfer to third parties (subject to provisions of the Company's Confidentiality Policy), anonymization for use in texts of the Company's news.
- 4.3.11. In case of sound reason, unilaterally terminate this Agreement with prior written notice to the Customer, and execute in its full financial obligations to the Customer in amount of the sum of free funds on the client and trading accounts of the Customer. Wherein, the Company shall effect forced closure at current market prices of all open positions of the Customer. All possible losses – direct or indirect – will be borne by the Customer.
- 4.4. The Company's responsibilities:
- 4.4.1. Render services pertaining to execution of the Customer's orders for trading transactions with financial instruments on the world financial markets, provided that such orders are not in conflict with conditions of the Rules of proceeding of trading operations.
- 4.4.2. If there is no indebtedness on behalf of the Customer, execute on the Customer's request all financial obligations within the amount of free funds on the Customer's trading accounts and client account.
- 4.4.3. Provide the Customer with any information concerning the state of his/her/its client's and trading accounts.
- 4.4.4. Provide the Customer with any information concerning quotations and any other similar information.
- 4.4.5. Take all necessary measures to protect information obtained from the Customer against being disclosed to any third parties.
- 4.4.6. Observe provisions of this Agreement.
- 5. Communication between the Customer and the Company**
- 5.1. To maintain communication with the Customer, the Company is entitled to use the following means of communication:
- internal trading platform mail;
  - e-mail;
  - telephone and IP-telephony;
  - online chat on the Company's web-site;
  - publishing information and announcements in the News section on the Company's web-site.

- 5.2. Any messages, documents, notices, confirmations, applications, etc. are considered to be provided to the Customer:
- immediately after being sent via platform mail;
  - 1 (one) hour after being sent to the Customer's e-mail;
  - immediately after termination of telephone call between the Company's representative and the Customer;
  - immediately after termination of the dialogue with the customer support specialist in online chat on the Company's web-site;
  - immediately after publication of announcement in the News section on the Company's web-site.
- 5.3. On a daily basis, the Customer receives to his/her-its e-mail a report on all transactions effected on his/her/its trading accounts over the preceding day.

## **6. Financial Transactions Procedure**

- 6.1. The balance of the Customer's client or trading account is regarded as the amount of financial obligations of the Company to the Customer at the given moment, with exception of the amount obtained as a result of participation in any promotion campaign, unless other information is indicated in conditions of such campaign.
- 6.2. The Company bears the financial obligations to the Customer from the moment when the Customer deposits funds to his/her/its client or trading account and these funds are displayed in his/her/its Trader Room. The Company's obligations to the Customer are terminated immediately after the Customer withdraws all funds from his/her/its client or trading account, or the balance equals zero for any other reasons.
- 6.3. The Customer is entitled to expect and claim from the Company execution of the financial obligations in amount not exceeding free margin on the balance of the client account and each of trading accounts of the Customer.
- 6.4. The Customer understands that the payment systems are not the Company's partners, and thus the Company takes no responsibility for delay and/or non-crediting of funds to the Customer's client or trading account by the fault of the payment system. The Customer accepts the risks associated with the use of any payment systems, and thus must apply to the customer support service of the respective payment system with any questions and claims.
- 6.5. When the Customer performs depositing/withdrawing of funds, the Company starts taking financial responsibility from the moment of crediting of funds to the bank account or to the Company's accounts in payment systems, numbers of which are specified on the official web-site. The Company is relieved from financial responsibility since debiting of funds from the above accounts of the Company to the Customer's accounts in respective payment systems.
- 6.6. In case of revealing facts of fraud on behalf of the Customer, financial transactions of the Customer may be cancelled by decision of the Company.
- 6.7. In case of appearing of any technical faults during the financial transactions on behalf of the Company, the Company reserves the right to cancel the results of such transactions until mentioned faults are eliminated.
- 6.8. The Company is entitled to change the balance of the Customer's trading accounts, if the Customer fails to fulfill the conditions of promotion campaigns.
- 6.9. The Customer has no right to use simulators of real user's actions in the Trader Room. The Company has the right to cancel all financial transactions effected during the use of such programs.
- 6.10. The Customer has the right to register only 1 (one) Trader's Room (user account) on his/her/its name on the Company's web-site. Otherwise, the Company is entitled to block all

user accounts (except for one at its discretion) that were registered in violation of this clause of the Agreement. In this case, the Company blocks the ability to trade on accounts that were opened using the blocked user accounts, all open positions are closed at current market prices, all possible losses fully accepted and carried by the Customer.

6.11. The Company reserves the right to deny execution of depositing or withdrawing transactions, if any facts of inappropriate use of accounts (particularly, for the purposes of conversion of funds not related to trading activity) are discovered. Besides, the company is entitled to cancel the financial results of such suspicious transactions according to the Company's Policies.

6.12. Funds depositing:

6.12.1. The Customer may deposit funds to the balance of his client or trading account.

6.12.2. The Customer may have a look at the list of the currencies available for depositing to the trading balance and the client account, in his/her/its Trader Room.

6.12.3. Depositing to the client's and trading accounts is done via payment systems, the list of which is available in the Trader's Room.

6.12.4. While depositing into account, commission fees of payment systems are paid by the Customer, unless depositing conditions in "Payment Systems" section of the web-site provide other information (e.g., special conditions for compensation of commission fee by the Company).

6.12.5. Funds must be deposited only from the accounts which belong to the Customer only. Each payment account for money transactions may only be used by one Customer of the Company.

6.12.6. If the Customer makes a deposit to his/her client's or trading account using a bank card (bank transfer), the Company is entitled to request from the Customer the copies of documents to identify holder of the account, from which funds are transferred, or any other necessary information about the Customer.

6.12.7. The Customer is responsible for the validity of data indicated in deposit request.

6.12.8. The Customer is informed of possible delays in crediting funds to his/her/its client's or trading account due to any faults in software operation.

6.12.9. The Company ensures crediting of funds to client's or trading account of the Customer immediately after detection and elimination of software faults that led to delay in automatic crediting of funds. The Customer, in his/her/its turn, shall notify the Company of the delay.

6.12.10. In case of detection of balance difference between the Customer Trader's Room and the trading platform, information displayed in the trading platform always prevails.

6.13. Funds withdrawal:

6.13.1. The Customer is entitled to withdraw from his/her/its account an amount which doesn't exceed Free Margin (funds that are not used in current trading) with exception of the amount obtained during participation in any promotion campaign, unless conditions of such campaign provide diverse information.

6.13.2. Funds are withdrawn via payment systems available in the Customer Trader's Room.

6.13.3. The Customer's funds are withdrawn to the same payment accounts, from which the Customer's trading account initially deposited and in the same currency used during depositing. The Company abides by the limits established by payment systems.

6.13.4. In case of depositing using various payment systems, withdrawing is to the same payment systems, in proportion to depositing amounts.

- 6.13.5. To ensure successful funds withdrawing, the Customer specifies payment details of the payment system where the funds will be withdrawn to in “Payment details” section of Trader’s room.
- 6.13.6. The Customer undertakes to inform the Company of any changes in his/her/its payment details by means of sending e-mail with specific request to the Company’s financial department with attached scanned or photographed identification document and document certifying that such payment account is owned by the Customer. In case of violation of this rule, the Company reserves the right to deny funds withdrawing to changed payment account changed of the Customer.
- 6.13.7. Withdrawal of funds to payment system shall be processed by the Company within 5 (five) business days after creation of withdrawal request in the Trader’s Room.
- 6.13.8. If the Company suspects that the funds were deposited by fraudulent means, it reserves the right to extend the period of withdrawal. To resolve this situation, the Customer provides additional documents to certify the validity of the respective transaction due to the Company’s Anti-Money Laundering and Counter-Terrorism Financing Policy. Transaction is effected after processing of such documents by the Company and the payment system, and after suspicions are eliminated.
- 6.13.9. During the funds withdrawing from client’s or trading account, commission fees of payment systems are paid by the Customer, unless conditions in “Payment systems” section on the web-site provide other information (e.g.: special conditions for compensation of commission fee by the Company).
- 6.13.10. The Customer bears full responsibility for validity of data provided in the withdrawal request. If the Customer provides invalid data, the Company won’t reimburse any possible damages.
- 6.14. Internal transfers:
- 6.14.1. Internal transfers are effected between client’s or trading accounts of one Customer if only the Customer successfully passed the verification procedure.
- 6.14.2. The amount of internal transfer cannot be less than USD 1 (one) (or its equivalent in another currency).
- 6.14.3. In case of internal transfer of funds obtained as a result of non-market quotation, technical fault or illegal actions, the Company is entitled to adjust the Customer’s balance and overturn financial results of such internal transfer.
- 6.14.4. Transfer between MT4 and CQG account of the same Customer is treated as withdrawal of the Customer’s funds described in section 6.13 of this document.
- 6.14.5. The Customer bears full responsibility for validity of data provided in the internal transfer request.

## **7. Registration and Verification of the Customer and the Customer’s Data**

- 7.1. Registration of the Customer with the Company comprises three stages:
- registration of the Customer’s Trader Room;
  - verification of the Customer’s personal data;
  - verification of the Customer’s payment accounts.
- 7.2. Registration of the Customer’s Trader Room:
- 7.2.1. This procedure is mandatory for all new Customer’s of the Company.
- 7.2.2. To complete a registration in the Trader’s room, the Customer accepts provisions of this Agreement and provides valid personal information and contact details.
- 7.2.3. Using the Trader’s room, the Customer may:

- open trading accounts;
  - deposit and withdraw funds from client’s and trading accounts;
  - browse operations and transactions history;
  - receive bonuses as part of the Company’s bonus campaigns specified on the Company’s web-site.
- 7.2.4. The Trader’s Room also provides the list of currencies available for displaying the balance of client’s and trading accounts of the Customer.
- 7.3. Verification of the Customer’s personal data:
- 7.3.1. After registration of his/her/its Trader’s room, the Customer shall within 10 (ten) calendar days verify his/her/its user account. Otherwise, access to the Trader’s Room may be blocked, and opened positions may be closed at current market prices. In this case, all possible losses – direct or indirect – shall be fully accepted by the Customer.
- 7.3.2. During the procedure of the verification the Customer provides the copies of documents that identify the Customer and confirm his/her/its personal data, and specifies personal telephone number.
- 7.3.3. The Customer completes mandatory procedure of personal data verification by means of providing his/her telephone number, after which an SMS message containing a confirmation code is sent to such telephone number, and by means of providing copies of 2 (two) documents, copies should be coloured, in good quality and sufficient resolution, without any changes, showing the image of the whole document (not a part of it) according to “Know-Your-Customer” Policy.
- 7.4. Verification of the Customer’s payment details:
- 7.4.1. In the verification section of payment account, the Customer specifies information about his/her/its payment account that the Customer intends to use to effect depositing and withdrawing transactions. If this section is left blank, withdrawal of funds is impossible even in case of fulfillment of all other conditions for funds withdrawing listed in clause 6.13. of this Agreement.
- 7.4.2. After completion of the verification procedure, the following options are available to the Customer:
- opening more than 3 (three) trading accounts;
  - receiving bonuses;
  - performing internal transfers between the Customer’s accounts;
  - withdrawal of funds from client’s or trading account to his/her/its payment account.

## **8. Responsibilities of the Parties**

- 8.1. The Customer bears full responsibility for activities performed according to this Agreement as well as responsibility for the activities associated with the usage of personal data to access the Trader’s Room and trading accounts.
- 8.2. If the Company by its fault delays execution of the Customer’s order for funds withdrawing, the Customer is entitled to request payment of a penalty in amount of 0.01% of the withdrawn sum for each business day of such delay. Such penalty is credited to the Customer’s client account.
- 8.3. Any indirect losses of the Customer, income deficiency, and any moral and intangible damages do not fall under the Company’s responsibility and not reimbursed to the Customer.



- 8.4. At any time, without any limitation period, the Company is entitled to examine and consider possible violations by the Customer of any condition of this Agreement. The Company is entitled to make reasonable claims to the Customer and request settlement of any disputes.
- 8.5. The Parties bear responsibility for undue execution of any clauses of this Agreement in accordance with the requirements of existing legislation.

**9. Governing Law**

- 9.1. Provisions of this Agreement are based on the applicable rules of law of the state of Belize where the Company is registered.
- 9.2. Any disputes and possible controversies between the parties are settled in the course of negotiations and consultations.
- 9.3. If the Parties fail to settle any disputes through negotiations, such disputes may be settled by judicial authorities of the state of Belize.

**10. Duration of Agreement, Procedure of Agreement Amendment and Termination**

- 10.1. This Agreement is executed for an indefinite period.
- 10.2. The Company is entitled to amend provisions of this Agreement with notification to the Customer by any means specified in clause 5.1.
- 10.3. This Agreement is recognized as terminated and expires from the time when the Customer's user account is blocked.
- 10.4. Information about the financial and trading activities of the Customer is stored for at least five years after the termination of business relations with the Customer in accordance with the Anti-Money Laundering and Counter-Terrorism Financing and "Know-Your-Customer" Policies.