

**FBS**

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# FBS Agreement

**FBS Markets Inc**

2118, Guava Street,  
Belize Belama Phase 1, Belize

## FBS Agreement

This FBS 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. FBS Agreement is offered by FBS Markets Inc.; Registration No. 119717. FBS Markets Inc activities are regulated by IFSC, license IFSC/000102/310; Address: 2118, Guava Street, Belize Belama Phase 1, Belize. Payment transactions are managed by HDC Technologies Ltd.; Registration No. HE 370778; Address: Arch. Makariou III & Vyronos, P. Lordos Center, Block B, Office 203.

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

1. [Customer Agreement](#)
2. [Partners Agreement](#)
3. [CopyTrade Agreement](#)
4. [Common Terms and Definitions](#)
5. Any other applicable documents mentioned in these Agreements or in the section of «Information» on the Company's Website and in Personal Area.

This FBS 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 FBS 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.



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# 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@fbs.com 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.

1.1.4. Each Client can have only one Personal Area (email) with completed identity verification. This applies in all following cases:

- if the Client registered on the Company website;
- if the Client registered in the mobile application;
- if the Client is a private person with a registered profile;
- if the Client is a director of a legal entity with a registered profile.

In cases when the Client needs to complete an identity verification for a new Personal Area, the Company cancels the verification of the previous Personal Area.

1.2. Types of Account.

We offer different types of Accounts with different characteristics and features. Depending on the Client's knowledge and experience and the type of contracts you generally enter into with us, some of these Account types may not be available to you. We reserve the right to convert your Account into a different Account type if, acting reasonably, we determine that a different type of Account is more appropriate for you. We also reserve the right to change the features and eligibility criteria of our Accounts, as well as make accounts not available at any time, and we will provide prior notification of such changes on our Website, by email, or on our Trading Platform. You can find a detailed description of the account types on the Website.

1.2.1. Demo Account. The Company may offer a demo version of an account to trade in a safe environment with the product before you invest your money.



## FBS Agreement

1.2.2. Standard Account. The account has a floating spread and no commission. With a Standard account, you can trade using the highest leverage (1:3000).

1.2.3. Cent Account. The main distinctive feature of the Cent account is that it uses 100x denominated monetary units of the base currency (US Cent, etc.), while the trading conditions are equal to those for a Standard account. If the Client deposits 10 USD to their Cent account, they get 1000 US Cents. As a result, Cent accounts may help the Client test new trading strategies or Expert Advisors in market conditions without any significant financial investments. Please note that it is not indicated in the Personal Area that the amount is displayed in cents. The account has a floating spread and no commission.

1.2.4. Crypto Account. The account has a floating spread but has a commission.

1.2.5. Zero Spread Account. The account has no spread but has a commission. The maximum leverage for the Zero Spread account is 1:3000.

1.2.6. Micro Account. The account has a fixed spread and no commission. It has the highest leverage of 1:3000.

1.3. Client's Representations.

1.3.1. 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.

1.3.2. 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.

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

1.3.4. Translation of Documentation. A translation of any Company document into a language other than English is intended solely as a convenience to company's clients. The English version of any Company document will take precedence over any translated version in any legal proceeding. The Client must provide the relevant documentation or information to substantiate the chargeback cycle or compliance case in the English language or with an accompanying translation in English. The Client accepts and understands that the official language of the Company is English.

## 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, MetaTrader 5 and FBS Trader 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 the MetaTrader 4, MetaTrader 5 or FBS Trader only.

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



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## FBS Agreement

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 Belize. 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 energies and indices 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. Orders and requests

3.1. The complete official information regarding the current trading conditions is located at [www.fbs.com](http://www.fbs.com) in "Trading Conditions" section. The Company reserves a right to change the trading conditions with a prior notification as mentioned in p 7.3.

3.2. Client's orders and requests

3.2.1. During trading operations the following execution methods are applied:

3.2.2. "Market execution" method – for Futures, Energies and Indices;

3.2.3. "Market execution" method – for FOREX market trading tools

3.2.4. Any Client's order given by means of Metatrader 4 trading terminal generally goes through the following steps:

- a) The Client submits an electronic order;
- b) The client terminal sends the order or request to the server;
- c) Provided there is a stable connectivity between the client terminal and the server, the order is received by the server and verified;
- d) In case the order is valid, it is put into the queue. In this case "Please wait... Order is being processed by



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the server” message is displayed in the “Order” window of the client terminal;

e) The server returns the order processing results to the client terminal;

f) Provided there is a stable connectivity between the client terminal and the server, the terminal receives the order or request processing results.

3.2.5. The Client can cancel a sent order only while it is in queue with “Order is accepted” status. In this case the Client should press “Cancel order” button. Due to the specifics of Metatrader 4 platform order cancellation in this case cannot be guaranteed.

3.2.6. In case the order has reached the dealer and has “Order is in process” status, such order cannot be cancelled.

3.2.7. The time of the order processing depends on the connection between the client terminal and the Company’s server, as well as on the current market conditions. During regular market hours the order processing time usually is 1 to 5 seconds. In irregular market conditions, the processing time can last longer.

3.2.8. In case the current quote of the financial instrument changes at the moment when the Company is processing the Client’s request, the Company reserves the right to use the new price (Bid/Ask). In such case, the Client’s request will be processed at the new price.

3.2.9. A Client’s request is declined in the following cases:

a) During market opening when the order is sent before the first quote is received by the trading platform;

b) In irregular market conditions;

c) In case the Client doesn’t have sufficient margin. In this case “No quote” or “Not enough money” message is displayed by the trading platform;

d) In case the Client uses an electronic advisor performing over 30 requests per minute the Company reserves a right to ban such EAs.

e) For instruments with fixed spread or fixed commission for order opening with no spread, the Company reserves the right to change to “Close only” mode and decline new requests for order opening with the comment “Trade is disabled” in case spread on the basic contract exceeds the size of fixed spread or commission amount.

3.2.10. The general means of sending orders and requests is the trading terminal. Orders and requests can also be sent by phone or live chat.

3.2.11. In exceptional cases the use of the same IP address by different Clients can be a basis to consider all the orders on all the accounts, performed from this IP address, as those performed by the same Client.

3.2.12. Orders opened or closed by off-market quotes can be cancelled:

a) In case the order was opened by an off-market quote b) In case the order was closed by an off-market quote

3.2.13. The Company doesn’t allow the usage of arbitrage strategies on connected markets (e.g. currency futures and spot currencies). In case the Client uses arbitrage in either clear or hidden way, the Company reserves a right to cancel such orders.

3.2.14. The Company reserves a right to cancel Client’s orders in case they do not comply with this Agreement

### 3.3. Trading operations

3.3.1. A buy order is opened by Ask price. A sell order is opened by Bid price.



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3.3.2. A buy order is closed by Bid price. A sell order is closed by Ask price.

3.3.3. Position rollover. Swap addition/deduction to open orders is carried out from 23:59:00 to 00:10:00, trading platform time. So the swap will be added/deducted to all orders which were open during the period from

23:59:00 to 00:00:00, trading platform time.

3.3.4. In case of trading those energies and indices contracts that have limited period of trading (expiration date), all orders executed on one contract will be closed by the last quote.

3.3.5. In regular market conditions a Dealer keeps the spread within the range stated in the contract specifications.

3.3.6. Spread can be increased:

For all Company Clients without prior notification in the event the conditions come, different from the regular ones;

For all Clients with obligatory prior update of contracts specification changes at the Company website;

For all Clients without prior notification in the event of force majeure circumstances;

For any request exceeding regular market volume for the tool stated in the contract specification.

3.3.7. Spread on trading accounts can be widened before, in time and after economic, political and other news release, during the Gap, at the time of Market opening (on Monday) as well as at the time of low market liquidity and when a market situation is conditional on high spreads.

3.3.8 For instruments with fixed spread or fixed commission, the Company reserves the right to increase spread in case spread on the basic contract exceeds the size of fixed spread.

3.4. Open an order.

3.4.1. The obligatory parameters for submitting an order are:

Name of the tool;

Trade volume;

Order type

3.4.2. To open an order by means of the client terminal without using an expert advisor, the Client should press the button "Buy" or "Sell" at the moment, when Company's quotes satisfy him/her.

3.4.3. To open an order by means of the client terminal using an expert advisor, an order should be generated to perform trade at a current quote.

3.4.4. Order processing for open orders

a) At the moment when a Client's order to open the position comes to the server, an automatic check of the trading account for free margin for the open order is carried out. In the event that the necessary margin is present, the order is opened. If the margin is not sufficient, the order is not opened, and a notice about absence of funds is created on the server.

b) In case of the "Market execution" trading tool type, a quote for opening an order may differ from the requested one.

c) The note about the open order appearing on log-file of the server declares that the Client's request has been processed and the order has been opened. Each open order on the trading platform receives a ticker.



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## FBS Agreement

d) An order to open a position submitted for processing before first quote appears on the trading platform at market opening, will be declined. In this event in the client terminal window a message will appear “No quote/trading is forbidden”. In the event of the Dealer processing by mistake a Client request to open an order at the price of the previous day closing, the Company is liable to cancel such an order. In such a case the Company contacts the Client and informs about it.

### 3.5. Close an order

3.5.1. To close an order by means of the client terminal without using an expert advisor, the Client should press the button “Close” in the moment, when Company quotes satisfy him/her.

3.5.2. To close an order by means of the client terminal using an expert advisor, an order shall be generated to close the order at a current quote.

3.5.3. The following orders “Stop Loss” and/or “Take Profit” may be used for closing an order.

### 3.5.4. Processing orders to close a position

a) If in the list of open orders on a trading account there are two or more locked positions, then while generating a request or an order to close any of those, an option “Close by” appears in the dropdown “Type” list. After choosing it, one or several open positions of the reverse direction appear. After marking the needed position from the list, a button “Close#...by#...” is activated. By pressing it the Client closes locked positions of equal volumes or partly closes two locked positions of different volumes. In such a case a smaller position and a symmetric part of a bigger one close, and a new position in the direction of a bigger between the two stays open, thus receiving a new ticker.

b) If in the list of open orders on a trading account there are two or more locked positions, then while generating a request or an order to close any of those, an option “Multiple Close by” appears in the dropdown “Type” list. After choosing it, a list of all positions for the given tool appears and a button “Multiple Close By for...” is activated. By pressing this button the Client closes all locked positions for the tool. In such a case a new position(s) stays open in the direction of a bigger total volume, which receives a new ticker. Important: functions “Close By” and “Multiple Close By” do not operate for the tools with floating stock spread.

c) When the note about closing a position appears in the log-file, this means that the Client's order to close a position has been processed.

d) If an order to close a position has been submitted for processing before a first quote appeared at the trading platform at market opening, such an order shall be declined by the Dealer. In the client terminal window a message “No price” will appear. The Company is entitled to cancel trade when the Dealer processed the Client's order to close a position at a quote of a previous day closing by mistake. In such a case the Company contacts the Client and informs about it.

e) If a “Market execution” type is used for a trading tool, quote for closing an order may differ from the requested one.

3.5.5: If you hold a buy position you will receive the dividend as a positive adjustment to your account. If you hold a sell position there will be a negative adjustment according to the issuing body. Note that when you enter into a Product you are not trading in and do not own or have any rights to the Underlying Instrument.

### 3.6. Mandatory position closure.

3.6.1. If Margin level is lower than 40% (lower than 100% for Cryptocurrencies) on the Client account, margin call occurs. The Company is entitled but not liable to close Client positions. Decision to close positions is made by the server.

3.6.2. The Company is entitled to mandatory closing of Client open positions without prior notification of the latter one, if a Margin level is less than or equal to 20% (80% for Cryptocurrencies) of the necessary margin



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## FBS Agreement

for maintaining open positions.

3.6.3. The current account balance is controlled by the server, which in the event of execution of P. 3.6.2. of the present Agreement generates an order to stop out. Stop out is executed at a current market quote on a first -come basis with Client orders. Mandatory position closure is noted in the log-file of the server with a notice "stop out".

3.6.4. In the event of executing conditions of P. 3.6.2. of the present Agreement shall the Client have several open positions, the first position closed is the one with biggest floating loss.

3.6.5. When after a mandatory position closure the Client, account has a negative balance, compensation is added to the account, which sets the account to zero. However in special cases (when the Company considers Client's actions as intentional) the Company reserves the right to claim a debt payment from the Client.

3.6.6. In case the Company has reasons to believe that a Client operates two or more accounts under different registration data (e.g. opening opposite orders on the same trading instrument that are left open over the weekend or during the period between trading sessions), FBS reserves the right to deduct the losses exceeding the balance of one account from the funds of another account belonging to a Client.

3.6.7. In case Balance fixed occurs on a client's account, the amount of funds compensated by the company will be deducted from the total sum of the Cashback commission to be paid for the current day.

### 3.7. Leverage change

3.7.1. For the Company's Client leverage change is possible only once in 24 hours. For security reasons of trade operations performed by the Client, it is impossible to change leverage if the account is in the trade mode (there are open orders).

3.7.2. The Company is entitled to change leverage on the Client account any time without prior notification, based on the leverage limit depending on the sum of equity according to Table 1 and with prior notification according to P. 7.3.

3.7.3. The Company is entitled to apply P. 3.7.2. to already opened positions as well as to reopened positions.

Leverage	Limitations up to	
1:3000	\$200 (US dollars)	€200 (euro)
1:2000	\$2000 (US dollars)	€2000 (euro)
1:1000	\$5000 (US dollars)	5000 € (euro)
1:500	\$30000 (US dollars)	30000 € (euro)
1:200	\$150000 (US dollars)	150000 € (euro)
1:100	No limitations	No limitations
1:50	No limitations	No limitations

3.7.4. In order to minimize Client's risks at the time of market opening on Monday, in case a Client kept open orders during the weekend, the Company reserves the right to lower the leverage and change margin requirements several-fold.



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## FBS Agreement

3.7.5. The leverage for trading metals, indices and energies at any trading account is set at:

1:333 for Silver and Gold;

1:200 for Indices, Energies;

1:100 for Palladium and Platinum;

1:100 for Stocks;

1:5 for Cryptocurrencies.

For Silver, Gold, Palladium, Platinum, Indices, Cryptocurrencies, Energies and Stocks the leverage cannot be more than stated in 3.7.3., 3.7.5.

## 4. Order description

4.1. Order types in the trading platform FBS Trader.

4.1.1. The following order types to open a position (pending orders) may be located in the trading platform FBS Trader:

a) "Buy Stop" – expects to open a position to buy at a higher quote than the current one at the moment of an order placement;

b) "Sell Stop" – expects to open a position to sell at a lower quote than the current one at the moment of an order placement;

c) "Buy Limit" – expects to open a position to buy at a lower quote than the current one at the moment of order placement;

d) "Sell Limit" – expects to open a position to sell at a higher quote than the current one at the moment of an order placement. The following orders may be used to close a position:

e) "Stop Loss" – expects to close a previously opened position at a quote less profitable for the Client, than the current quote at the moment of an order placement;

f) "Take Profit" – expects to close a previously opened position at a quote more profitable for the Client than the current quote at the moment of an order placement;

4.2. Time of placement and validity period of orders

4.2.1. Placement, modification and removal of orders by the Client shall be performed only during the period when trading according with the following tool is allowed. Trading hours for each tool are stated in the tool specifications.

4.2.2. Should irregular market situations occur, the trading with a certain tool may be stopped mandatorily, till the causes of the closing are removed.

4.2.3. All pending orders as well as orders "Stop Loss" and "Take Profit" for financial tools have the GTC Status ("Good Till Cancelled") and are accepted for the indefinite periods. The Client is entitled to set the date and expiration date order validity him/herself, filling the date and time in the fields "Expiry".

4.3. Order placement regulations.

4.3.1. At the moment when the Client submits an order to place the pending orders the following parameters are to be determined:

a) Name of the tool;

b) Volume;



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## FBS Agreement

c) Order type (Buy Stop, Buy Limit, Sell Stop, Sell Limit);

d) Order level.

4.3.2. Additionally to the parameters determined in the Client order, optional parameters may be stated in the

Order, such as the following:

a) Stop Loss level of a pending order. 0.0000 value means that Stop Loss is not placed (or deleted if it had been submitted earlier).

b) Take Profit level of a pending order. 0.0000 value means that Take Profit is not placed (or deleted if it had been submitted earlier).

c) Date and time of a pending order validity.

4.3.3. The trading server may decline an order in the following cases:

a) If the value of one or several required parameters is missing or wrong;

b) In such a case if a pending order is placed by means of the client terminal without using an expert advisor, an error message will appear: "Invalid S/L or T/P".

4.3.4. When the Client submits an order to place "Stop Loss" and "Take Profit" for open positions the following parameters are to be determined:

a) Ticker of the open position for which the orders are placed;

b) "Stop Loss" order level. 0.0000 value means that "Stop Loss" is not placed (or deleted if it has been placed earlier).

c) "Take Profit" order level. 0.0000 value means that "Take Profit" is not placed (or deleted if it has been placed earlier).

4.3.5. Orders of all types shall not be placed closer than a stated number of points to the current market quote. The minimum distance in points from the level of a placed order to the current quote (pending order level) for each tool is stated in tool specifications at the Company website.

4.3.5.1. If the order is executed in irregular market conditions, Stop levels may be increased.

4.3.6. Requests for order closure or modification, in case the current quote is closer to the S/L or T/P levels of this order than to the "Stop levels" value, will be declined with the commentary as follows: "Modification disabled. The order is too close to the market" or "No quote".

4.3.7. Requests to set, modify or delete a pending order, in case the current quote is closer to the S/L or T/P price of this order than to the "Stop levels" value, will be declined with the commentary as follows: "Invalid S/L or T/P" or "No quote".

4.3.8. When a note about an order placement appears in the server log-file, it means that the Client order has been processed and the order is placed.

4.3.9. Every pending order receives a ticker.

4.3.10. If an order for placement is received for processing before a first quote appears in the trading platform, it will be declined by a trading server. The window "No price/Trading is forbidden" will appear in the client terminal.

4.4. Orders modification and deletion.



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## FBS Agreement

4.4.1. When the Client submits an order to modify parameters of pending orders (level of a pending order, Stop

Loss and Take Profit for this pending order) the following parameters are to be defined:

a) Ticker;

b) Order level;

c) Stop Loss order level. 0.0000 value means that Stop Loss is not placed (or deleted if it has been placed earlier);

A trading server is entitled to cancel an order if a wrong value of one or several parameters has been given. In such a case a button "Modify" is not activated.

4.4.2. When the Client submits an order to modify Stop Loss and Take Profit orders for the open position, the following parameters are to be defined:

a) Ticker for an open position;

b) Stop Loss order level. 0.0000 value means that Stop Loss is not placed (or deleted if it has been placed earlier);

c) Take Profit order level. 0.0000 value means that Take Profit is not placed (or deleted if it has been placed earlier);

4.4.3. When the Client submits an order to delete a pending order, he/she shall state the ticker of a deleting order.

4.4.4. When a note about modifying or deleting an order appears in the server log-file, the Client order to modify or delete an order is considered processed, and an order is considered to be modified or deleted.

4.4.5. A trading server may decline a modification or deletion order if it has been submitted for processing before a first quote in the trading platform at market opening appeared. If a Dealer by mistake processes a Client order, order modification or deletion may be cancelled. The Client will receive a notification about it via internal email of a trading terminal.

4.4.6. If three months have passed after a Client has submitted a pending order, and the account has an insufficient margin level to open the order, the Company has the right to delete the pending order from the account without prior notice.

### 4.5. Order execution

4.5.1. An order is executed in the following cases:

a) Orders Sell Stop – at the moment, when Bid price in the quote flow is equal or smaller than an order level;

b) Buy Stop order – at the moment, when Ask price in the quote flow is equal or bigger than an order level;

c) Sell Limit order – at the moment, when Bid price in the quote flow is equal or bigger than an order level;

d) Buy Limit order – at the moment, when Ask price in the quote flow is equal or smaller than an order level;

e) Take Profit order – for an open buying position, when Bid price in the quote flow is equal or bigger than an order level;

f) Stop Loss order – for an open buying position, when Bid price in the quote flow is equal or smaller than an order level;

g) Take Profit order – for an open selling position, when Ask price in the quote flow is equal or smaller than



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an order level;

h) Stop Loss order – for an open selling position, when Ask price in the quote flow is equal or bigger than an order level.

4.5.2. In the cases of price gaps order execution is determined by the following rules:

a) If "Take Profit" level of a pending order is in the price gap during order opening, once the order is opened Take Profit settings will be annulled. In such a case a note is added to the comments: (tp cancelled/gap);

b) "Take Profit" order with a level in the price gap is executed at the stated in the order quote;

c) "Stop Loss" order with a level in the price gap is executed at the first quote after a price gap. In such a case a note is added to the comments (sl gap/ slip);

d) "Buy Stop" and "Sell Stop" pending orders are executed at the first quote after the price gap. In such a case a note is added to the comments (started gap/ slip);

e) "Buy Limit" and "Sell Limit" pending orders are executed at the stated in them quotes. In such cases a note is added to the comments (started/gap);

f) in case a price gap is over 300 pips and profit is recorded on it, the Company reserves the right to limit profit for such an order by 300 pips.

In certain cases with small price gaps orders may be executed in the standard mode at the stated in them quotes.

g) Buy and Sell orders are generally executed at the initial quotes after the price gap.

In case an order is executed at a price valid before the price gap, the Company reserves the right to reconsider the order data and execute it at the initial quotes after the price gap.

h) Buy and Sell orders can be closed at the initial quotes after the price gap.

4.5.3. a) In regular market conditions the order is executed by the Company at the price specified in the order.

b) If the order is executed in irregular market conditions, the order execution price may differ from the one specified in the order, either in favour of the Client or not. In this case, the order will be accompanied by the "slip" comment.

4.5.4. In case any two of the following conditions are met simultaneously on the Client's account:

a) Margin level does not exceed the consequent of the leverage ratio currently set on the account;

b) 60% or more of total position volume is placed at one trading tool and in the same direction (sell or buy);

c) This part of the total position has been formed within 24 hours period before the market closes;

The Company is entitled to set "Take Profit" for orders, included in the total position at the Ask price level of market closing for the tool minus one point (for sell orders) or at the bid price level of the market closing for the tool plus one point (for buy orders).

## 5. Deposit/withdrawal of funds

5.1. Funds deposit to the Client trading account

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

5.1.2. If it is impossible to execute a deposit automatically, the request will be carried out by the Company's



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financial department within 2 working days after it is created.

5.1.3. The Company has the right to establish the minimum amount of funds on cryptocurrency deposits. The minimum amounts for cryptocurrency deposits are indicated in the deposit form. Any cryptocurrency deposits below the minimum or ones sent by mistake through another blockchain or from an incompatible address may result in loss of funds. Therefore, any cryptocurrency deposit below the minimum must be considered non-refundable. The Client acknowledges that he risks losing the funds if the amount sent is below the minimum cryptocurrency deposit.

### 5.2. Withdrawal of funds from the Client's trading account

5.2.1. The Client can withdraw funds from his/her account only to those payment systems which have been used in P. 5.1.1. 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. If the Client uses digital/virtual currency within financial operations, the Client undertakes to use only one specific wallet per each digital currency while withdrawing the funds.

Where the Client made deposits using several payment methods, withdrawals are carried out according to the LIFO (last in first out) system. This means that if a client makes a deposit to their account using Payment Method 1, and after that uses Payment Method 2 for a deposit, to make a withdrawal, the whole sum of deposit made via Payment Method 2 should be withdrawn first (all at once or in parts) through Payment Method 2, and only after that, the withdrawal can be made to Payment Method 1.

5.2.2. If the internal transfer was used to spread the funds between the Client's accounts, the Company reserves the right to require the Client to split the withdrawals according to the transferred amounts in order to comply with Anti-Money Laundering policy and regulations.

5.2.3. In several regions, upon the decision of the Company withdrawal of funds, which exceed the amount of the Client's deposited sum such as profit, bonuses, awards, partner commission, etc., shall be executed to a local bank account of the Client.

5.2.4. 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.

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

5.2.6. 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.

5.2.7. 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.

5.2.8. 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.

5.2.9. If an account has been deposited by a bank card or any other payment method and a withdrawal request is submitted, the funds will be credited back to the same bank card or payment method of the initial deposit. The Company reserves the right to decline requested withdrawal and suggest another payment method where the Client has an alternative payment method. Where a local payment method was used for deposit and the same method is not available for withdrawal, the Client can only use another local payment method for withdrawal.

5.2.9.1. In case the Client made a deposit via an electronic wallet method, the sum that exceeds the amount



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of the deposit (such as profit, bonuses, awards, partner commission, etc.) can only be withdrawn to an electronic wallet that is proven to belong to the Client, except as otherwise herein provided.

5.2.10. 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.

5.2.10.1. 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.

5.2.11. The Company may agree to an exception in some cases when it is necessary to return payment made by the bank card, but only if the Client justifies the reason for this. The Client can submit a request to refund in following cases:

- Service is not as described on the website;
- The service received is not functioning appropriately;
- The account had been deposited, but no trades were done and was made only on the bank card that was used for depositing.

All the information in a cancellation request submitted to the Company shall be identical to that originally submitted in the initial payment.

In order to start the return process the Client shall submit a cancellation request by emailing to [support@fbs.com](mailto:support@fbs.com)

In addition, the refund will be made to e-wallets and bank details, which have been used by the Client when paying in the funds.

5.2.12. The company reserves the right to retrieve the reimbursed amounts in case of abuse of the commission reimbursement policy or absence of trading activity. In the latter case, if you submit a withdrawal request, the company reserves the right to charge you the amount equivalent to any bank fees paid by the company, or 3% of the total withdrawal amount.

5.2.13. For accounts where abuse of the commission reimbursement policy or absence of trading activity was detected, the Company reserves the right to determine the payment system to which the Client will be allowed to withdraw the funds. Processing such withdrawals can take up to 10 business days upon the creation of the withdrawal request.

5.3. Internal transfer:

5.3.1. Up to 10 internal transfers are processed automatically. Above 10 internal transfers are processed manually by the financial department;

5.3.2. Transfer between third parties is not possible except internal transfers between a partner and his clients that are processed manually as well;

5.4. Financial security.

5.4.1. 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



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a notary (at Company's discretion).

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

5.4.3. 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.

5.5. 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 5.2.1. 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.

5.6. 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 5.2.1. 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.

5.7. 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.

## 6. Commission and other costs

6.1. The Client shall pay to the Company commissions and other costs in the amounts stated in the Contract specifications. The Company publishes the size of all the current commissions and other costs at their website.

6.2. The Company is entitled to change the size of commissions and other costs without prior notification of the Client. All changes are published at the Company website in the section "Company news" and/or in contact specifications.

6.3. Provided that all the applicable Company rules and provisions are followed, the Company is not liable to disclose to the Client any reports regarding profits, commissions and other fees received by the Company on the Client's trade, with the exception of the cases specially mentioned in the present Agreement.

6.4. Swap-free accounts are provided on the following terms:

6.4.1. Swap-free accounts are available for Muslims only.

6.4.2. For long-term strategies (the deal which is open more than 2 days), the Company charges a fixed fee for the total number of days during which the order was opened, the fee is fixed and determined as the value of 1 point of the transaction in US dollars, multiplied by the size of the currency pair swap point of the deal. This fee is not an interest and depends on whether the deal is open to buy or sell.

6.4.3. Swap Free option is not available for trading on Stocks, "Forex Exotic", Indices, Energies and Cryptocurrencies.

6.4.4. Opening Swap-free account with FBS, the Client warrants that he or she is a Muslim, and also agrees that the Company may debit the fee from his or her trading account at any time according to the p. 6.4.2, having notified the customer via email.



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6.4.5. Upon detecting:

6.4.5.1. The usage of a swap-free account for performing arbitrage orders;

6.4.5.2. The usage of the Carry trade-related strategies;

6.4.5.3. A purposeful usage of a swap-free option to make additional profits

The company reserves a right to refuse to provide a client with swap-free services as well as debit the fee from his or her trading account at any time according to the p. 6.4.2, having notified the customer via email.

6.5. For opening Stock Positions a commission is charged. The commission size for all Stock instruments is 0.35%.

## 7. Communication between the Client and the Company.

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

## 8. Procedure of consideration and settlement of disputes and claims.



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

8.1.1. 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.

8.1.2. The claim should contain information stated in P. 8.1.6. and be sent in an email to support@fbs.com. All other claims submitted otherwise shall not be considered.

8.1.3. 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.

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

8.1.5. 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.

8.1.6. 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.

8.1.7. The Company is entitled to reject a claim provided it does not comply with P. 8.1.2., 8.1.6.

8.2. Procedure of consideration of claims against service quality.

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

8.2.2. 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.

8.2.3. A Client claim shall contain:

a) Full name;

b) Account number;

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



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Company website, other communication methods);

f) Situation description and the essence of a claim.

### 8.3. Source of information to prove validity of claim

8.3.1. 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.

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

### 8.4. Compensation payment

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

8.4.2. 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.

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

8.4.4. 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.

### 8.5. Cases of rejection to consider a claim

8.5.1. 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. 7.1. of the present Agreement. Non-receipt of such a notification is not a ground for making a claim.

8.5.2. 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.

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

8.6. 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.

## 9. Risks

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

### 9.1. Leverage risk

9.1.1. 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.

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



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9.1.3. 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.

### 9.2. Risk of financial tool volatility

9.2.1. 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.

### 9.3. Technical risks

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

9.3.2. 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.

### 9.4. 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.

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

9.5.1. 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".

9.5.2. 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.

9.5.3. 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.

9.5.4. 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.

9.5.5. 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.

9.5.6. 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,



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but not obliged, to revise the financial results of the Client's trading operations executed within this time period.

9.5.7. 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.

9.5.8. 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.

9.5.9. 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.

9.5.10. 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. 4.5 are satisfied.

### 9.6. Risk of communication failure

9.6.1. 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.

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

9.6.3. 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.

9.6.4. 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.

### 9.7. Risk of transaction processing delay

9.7.1. The Client accepts all risks of financial losses due to any transaction processing delays on the side of the payment systems.

9.7.2. In case of such transaction processing delay, the Client is fully liable for consideration of all risks related to insufficient balance on the trading account and has the option of processing the payment via an alternative payment system.

### 9.8. Risk of force majeure circumstances

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

## 10. Force majeure circumstances

10.1. 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.

10.2. 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.



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10.3. 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.

**Back to [Contents](#)**



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# Partners Agreement

FBS Markets Inc., further referred to herein as “Company” and a Customer, who opened an IB account at [www.fbs.com](http://www.fbs.com), 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 number.
  - 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 or account in any social media, and place them on his/her website, or, alternatively, use his/her referral link or QR-code.
- 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.



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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 provisions of this Agreement and/or Customer Agreement unless stated and signed otherwise.

## 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.fbs.com](http://www.fbs.com)) 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 attaches the Introducing Broker information in his/her Personal Area account settings to register him/her as acquired by the named Introducing Broker. The request is complied, when the client has trading history, in case it is executed within 7 calendar days since the Client is registered at [www.fbs.com](http://www.fbs.com) or any of mobile applications "FBS – Trading Broker" or "FBS Trader" and the Client is not already registered with a different Introducing Broker. When there is no presence of trading history the Client is able to perform the attachment/detachment to the Introducing Broker at any time.

3.5.3. In case a client acquired by the Introducing Broker will register the new trading account, it will be automatically considered as account related (attached) to the named Introducing Broker, unless the Client changes and/or cancels the Introducing Broker while registering new trading account.

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.fbs.com](http://www.fbs.com) or any of mobile applications "FBS – Trading Broker" or "FBS Trader". 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);



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- 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.: fbs, ffbs, fbss, etc.
  - 3.9.2. Register a business and/or use in the business name "FBS" or any other variants of it, e.g.: fbs, ffbs, fbss, 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.



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## 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. An Introducing Broker is able to get a commission report from his/her Personal Area and/or request it via the official email.

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

## FBS Agreement

commission(s) accordingly and in the Company's' sole discretion.

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

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 providing the Introducing Broker information in his/her Personal Area account settings 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.fbs.com](http://www.fbs.com).

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

6.2.3. A Client who is registered under the Introducing Broker may change his/her Introducing Broker upon providing the Introducing Broker information in his/her Personal Area account settings 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.fbs.com](http://www.fbs.com).

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

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 as stated in the clause 6.2.3. of this Agreement.

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. Commissions and Introducing Broker Fees

7.1. The Company pays the Introducing Broker's Commission, in the amount set in p. 7.3. of the Agreement, for each full transaction (order, which was opened and then closed) executed on each individual Client' account (MT4, MT5 and FBS Trader accounts), introduced to the Company by an Introducing Broker, with the exception of transactions closed due to partial close or multiple close.

7.1.1. Commission is calculated and paid in accordance to p.7.2. and p.7.3.



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7.2. The Introducing Broker's Commission for all acquired client accounts is summarized and paid 1 time in 24 hours.

7.3. The Introducing Broker's Commission:

7.3.1. For "Cent" accounts is 10 cent/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client. Minimum amount of Introducing Broker's Commission for "Cent" accounts to be paid is 1 cent. The difference between opening and closing price on the complete transaction should exceed 59 points regardless of it being profitable or not.

7.3.2. For "Micro" accounts is up to 80 USD/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client. The difference between opening and closing price on the complete transaction should exceed 59 points regardless of it being profitable or not.

7.3.3. For "Standard", Zero Spread, and Unlimited accounts is 10 USD/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client.

Clients can no longer open Unlimited accounts.

The commission on previously opened Unlimited accounts is identical to the Standard account commission.

The difference between opening and closing price on the complete transaction should exceed 59 points regardless of it being profitable or not.

7.3.4. For "ECN" accounts is 3 USD/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client. The difference between opening and closing price on the complete transaction should exceed 59 points regardless of it being profitable or not.

7.3.5. For "Crypto" accounts is up to 5 USD/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client. The difference between opening and closing price on the complete transaction should exceed 59 points regardless of it being profitable or not.

7.3.6. For "FBS Trader" accounts is up to 10 USD/lot for each complete transaction (order, which was opened and then closed) executed by an acquired Client. The difference between opening and closing price on the complete transaction should exceed 59 points regardless of it being profitable or not.

7.4. In case partner commission was received for Buy and Sell orders opened for the same instrument and held in the market simultaneously, the Company has ground to consider the partner's actions fraudulent and reserves the right to cancel the paid commission and to detach the involved client/s.

7.5. In case the Introducing Broker's Commission from one Client exceeds 30% of the total Introducing Broker's Commission for a period of 1 to 6 months before a withdrawal request, the Company reserves a right to cancel it.

7.6. In case the total amount of Introducing Broker's Commission from one Client account exceeds 60% of the total amount of deposits for this account, the Commission can be adjusted at Company's option to the amount less than 60% of the total amount of deposits for this account.

7.7. The Introducing Broker's Commission cannot exceed 50% of the average Equity for all Clients account for the reporting month. The average Equity is calculated as:

$$E = \frac{\sum E_1 + E_2}{2}, \text{ where}$$

E - average Equity,

E1 - Equity at the beginning of the month for all Clients' accounts,



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E2 - Equity for the end of the month for all Clients' accounts.

7.8. The Commission set in p. 7.1. is the only type of fee paid by the Company to an Introducing Broker. There are no other fees to claim by an Introducing Broker.

7.9. The Introducing Broker's Commission is paid in the U.S. dollars regardless of Introducing Broker's Clients accounts currency.

7.10. The amount of partner commission from trade by clients having "Fix Rate" option turned on is calculated the following way: The commission, counted by taking into consideration the traded volume multiplied by ("Fix Rate" rate divided by current rate).

7.11. The initial withdrawal of the Introducing Broker's Commission is prohibited via debit/credit cards. Introducing Brokers from Indonesia, China, Malaysia, Viet Nam and Thailand should withdraw the Introducing Broker's Commission first time to their local bank accounts.

7.12. Deposit / Withdrawal from the Introducing Broker's account is carried out within the schedule set by the payment system in use. In case of receiving Introducing Broker's Commission from the Clients accounts deposited via debit/credit cards, the timing may be extended up to 45 working days with a potential extension if necessary on the Company notification.

7.13. In exceptional circumstances, the Company reserves the right to unilaterally determine the available methods of IB commission withdrawal.

7.14. The Company reserves a right to modify Commissions and Introducing Broker Fees in accordance with p. 10.3 of the Agreement.

7.15. In case Balance fixed occurs on a client's account, the Company reserves the right to deduct the amount of funds compensated by the company from the total sum of Partner commission for this client's trading that was paid for the same day when Balance fixed occurred.

## 8. Term of validity

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

8.2. This Agreement comes into force from the moment its terms have been accepted by the Company, and it is valid until the moment when one of the parties decides to terminate it. The Company may require a signed Agreement at any time.

8.3. 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.

## 9. Force Majeure

9.1. 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).

9.2. 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.

9.3. 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.

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



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deemed dissolved.

## 10. Other conditions

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

10.2. 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.

10.3. 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.

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

10.4.1. Email;

10.4.2. Regular mail;

10.4.3. Announcements in the "Company news" section on the Company's website.

10.5. 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.

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

10.6.1. After 1 hour since an email is sent;

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

10.6.3. After 1 hour since the information is published on the Company's website.

10.7. 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:

10.7.1. The information is delivered in a timely manner;

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

10.8. 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.

10.9. 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.

**Back to [Contents](#)**



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# CopyTrade Agreement

By utilizing CopyTrade platform, you agree to be bound by the following terms and conditions. This is a legal agreement between you and FBS Markets Inc for use of the website, data FBS Markets Inc electronic trading platform (CopyTrade), and products and services which you selected or initiated, which may include the CopyTrade trading platform and signal providers. The CopyTrade platform is an auto-trading system. The CopyTrade platform receives trading signals from third party signal providers (Traders). Once the signal is received, FBS Markets Inc validates the signal and confirms whether it is consistent with the Investor's account settings and preferences. If the signal is accepted, FBS Markets Inc sends the trading signal for execution.

## 1. Terms

The terms used in this Agreement are interpreted as indicated herein below. If some of the terms are not described in this Agreement, they are interpreted according to "Customer Agreement" of FBS Markets Inc

1.1 Company – FBS Markets Inc. Address: 2118 Guava Street, Belize Belama Phase 1, Belize City, Belize

1.2 Client – an individual or a company, which concluded the corresponding Customer Agreement with the Company and has an open trading account.

1.3 CopyTrade – a copy trading investment platform provided by the Company.

1.4 Trader – the Company's client, who registered a Trader's account. Trading operations on a Trader's account are signals for executing orders on Investors' accounts.

1.5 Investor – the Company's client, registered as an Investor and who copies the Trader's orders, gets % from the Trader's profit.

1.6 Offer – an electronic form of a Traders' public offering, according to which an Investor can subscribe to copy trading signals. The offer can not be considered as a formal agreement between an Investor and a Trader as it just describes conditions of their cooperation within framework of CopyTrade.

## 2. Risk Disclosure

2.1 An Investor and Trader agree with the fact that participating in CopyTrade is associated with risks. An Investor and Trader fully accept risk of possible losses, that can occur as a result of activity of a Trader during the chosen Offer. The Company does not provide investment advice, nor provide any personalized investment recommendations and/or advise Client on the merits of any investments. A Trader performs trading operations on his own behalf, on his own account, and at his own risk.

2.2 An Investor accepts risk of the fact that execution price of orders on this account may differ from execution price on account of a Trader due to Market execution. The Company doesn't compensate a possible difference in profit/loss and commission for such transactions.

2.3 An Investor accepts risks associated with the fact that a Trader may not have a license confirming his qualification.

2.4 An Investor accepts risks of possible losses due to the fact that Trader may partially close his position and it will lead to closing current position and instant opening of new position on the account of an Investor. The new position on the account of an Investor will be of equal relative size to the position of Trader.

2.5 An Investor accepts risks that the total margin requirements for accounts of a Trader and an Investor may differ.

2.6 An Investor accepts possible risks of losses or lost profit that may occur due to rounding of values when using flexible settings of volume during copying of transactions of a Trader.



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2.7 An Investor accepts risk of possible losses or lost profit that may occur due to incorrect settings of copying, as well as inability to edit settings after connecting to Trader's Offer.

2.8 An Investor accepts the risks of losing money notwithstanding the activated and set stop loss or take profit. These parameters may trigger by the amounts different from what was set. It may happen due to the market conditions and the level of risk per Trader.

2.9 A Trader accepts risks of the fact that Investor may not have enough experience and knowledge that may affect results of trading on Investor's account and Trader's commissions.

2.10 A Trader accepts risks of non-receiving the total amount of commission because of the fact that an Investor may not have sufficient funds for performing such operation. The Company bears no responsibility and doesn't compensate the difference in commission in such cases.

2.11 Volatility or illiquidity in the Forex markets may prevent orders from being executed at advantageous prices, or at all. FBS Markets Inc shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) occurring because trades cannot be executed due to market conditions. A Trader accepts risks of non-receiving commission because of the fact that Investor may not have sufficient funds for executing an order. The Company bears no responsibility and doesn't compensate non-executed orders for such cases.

2.12 The Company recommends that Investors should be cautious when using a mobile device for trading or receiving data from the CopyTrade platform. Handheld mobile devices depend on wireless connectivity, are subject to the limitations of 3G, WiFi, and GPRS networks restrictions. FBS Markets Inc shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from the Investor's use of a handheld mobile device.

## 3. Responsibilities of parties

### 3.1 Responsibilities of an Investor.

3.1.1 Participation in CopyTrade as an Investor implies the absolute acceptance of this Agreement. An Investor confirms the fact that he has carefully studied the Customer Agreement, this Agreement, and the conditions of the Offer he chose.

3.1.2 An Investor accepts the fact that a Trader's profitability over the past periods does not guarantee the same results in the future.

3.1.3 An Investor accepts that the minimum deposit specified in a Trader's Offer is just the minimum threshold required to connect to a Trader's Offer.

3.1.4 An Investor agrees that Traders can use any trading strategy. Traders perform trading operations, using their own funds; they are not a trustee of an Investors' funds and don't provide them with consultations.

3.1.5 An Investor assumes responsibilities for having enough funds on his account to execute orders and sustain positions regardless they were copied.

3.1.6 An Investor agrees to pay Traders a fixed 5% commission from their profit. The rest 95% of earned money will stay in the Investor's account.

3.1.7. An Investor agrees to pay PRO Traders a commission established by PRO traders. A commission established by a PRO Trader ranges from 1 to 80%. The rest percentage of earned money will stay in the Investor's account.

### 3.2 Responsibilities of a Trader.

3.2.1 Participation in CopyTrade as a Trader implies the absolute acceptance of this Agreement. A Trader



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## FBS Agreement

confirms the fact that he has carefully studied the Customer Agreement, this Agreement, and the conditions of the Offer he chose.

3.2.2 A Trader confirms the fact that his trading experience and practical skills allow him to perform trading operations in order to provide Investors with trading signals.

3.2.3 A Trader accepts that ignorance or misreading of this Agreement and/or Offer conditions doesn't release him from responsibility for financial results of his trading activity and/or risks.

3.2.4 A Trader accepts risk of the fact that execution price of orders on Investor's account may differ from execution price on his account. The Company doesn't compensate a possible difference in Trader's commission for such transactions.

3.2.5 A Trader accepts the fact that an Investor can close and modify transactions on his account, which he copied from a Trader's account. The Company bears no responsibility for that and doesn't compensate a possible difference in a Trader's commission for such transactions.

3.2.6 When you join the CopyTrade as a trader, you agree to publish the content that complies with the following rule:

- It is forbidden to mention the names, logos, or any information related to communities, websites, shops, and companies. If you do not meet this requirement, we will consider your content to be an advertisement and ban you from using the application.

3.2.7 A Trader confirms that the commission from Investors' profit is fixed at 5%.

3.2.8 A Trader will be available for copiers in the application only if his/her account meets the following conditions:

- The account balance is \$100 or more
- The account is verified

If these conditions are not met, the Trader's account will not be published for copying in the CopyTrade application.

### 3.3 Responsibilities of the Company.

3.3.1 The Company shall provide participants of CopyTrade with a complete package of services according to the Customer Agreement. The Company is liable for proper performance of technological solutions according to the Customer Agreement.

3.3.2 The Company bears no liability to participants of CopyTrade for lost profit or losses, which may directly or indirectly occur as a result of trading operations performed or not performed by an Investor or a Trader.

3.3.3 The Company bears no liability to participants of CopyTrade for lost profit or losses, which may be directly or indirectly occur as a result of their ignorance of regulatory documents or cooperation scheme.

3.3.4 The Company doesn't evaluate Traders' professional skills and suitability not on a single stage of their activity and bears no responsibility to Investors for any losses or lost profit they may incur.

3.3.5 The Company is not liable for:

a) Intentional or unintentional non-observance of Investors' interests by a Trader. In this case, all possible risks fall on Investors.

b) Fraud with Investors' funds on behalf of a Trader. In this case, all possible risks fall on Investors.

c) A Trader's losing access to their trading accounts, as well as the third parties' gaining access to these accounts. In this case, all possible risks fall on a Trader.



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- d) An Investor's losing access to their trading accounts, as well as the third parties' gaining access to these accounts. In this case, all possible risks fall on an Investor.
- e) Unforeseen delays when withdrawing funds or transferring them between accounts (if these delays occur through no fault of the Company).
- f) Technical malfunction, if it occurs through no fault of the Company, but of the Company's partner or other parties, who are not the Company's employees.
- g) Traders' or Investors' losses, if they occur during the maintenance operations on the Company's servers.

## 4. Dispute resolution

- 4.1 In case a participant of CopyTrade is not satisfied with any of its aspects, he has the right to file a complaint according to the FBS Markets Inc Customer Agreement.
- 4.2 A complaint will not be considered if it isn't written in accordance with the Customer Agreement.
- 4.3 A complaint will be considered and the decision on this complaint will be made based on the FBS Markets Inc Customer Agreement and this Agreement.

## 5. Application of the CopyTrade Agreement of FBS Markets Inc

- 5.1 This CopyTrade Agreement come into effect for both the Company and its clients on the date of opening trading account. The termination date of this document is the same as the termination date of the Customer Agreement.
- 5.2 In case any conflicts between articles of this Agreement, the Customer Agreement, or any other regulatory document of the Company arise, the articles of this document are considered prevailing over the articles of other regulatory documents.
- 5.3 CopyTrade is the Company's self-design project. The terms and the ways of calculation may differ from the terms of other similar services in the field.
- 5.4 The Company has the right to make amendments to the articles of this Agreement any time. The changes come into effect and become obligatory for a Client on the date specified in the received informational message.

## 6. Intellectual property

All Company's intellectual property assets including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme and graphics are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations. You may not use these images in any way other than the manner which the Company provides them. You are not permitted to use any of our images and/or content for any other purpose without obtaining our prior written consent. Nothing contained on our websites shall be construed as granting, by implication or otherwise, of any license or right to use any trademark without either our written permission or the permission of the proprietor of such trademarks. Except as expressly stated herein, you may not without our prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any of our websites.

**Back to [Contents](#)**



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## Common terms and definitions

ASK	The highest quote in the quotes, the quote at which the Client can buy
Arbitrage	The trading strategy, where “Arbitrage orders” are used
Arbitrage order	<p>An asset is bought at one market, and at the same time its analogue is sold at the other. Thus the difference in the value of the assets is fixed at different stocks. As a result of this strategy regardless of the future market progress portfolio the value stays approximately fixed (as a result of compensation by reciprocal trade orders).</p> <p>An order is also considered arbitrage when it consists of only buying (selling) of a financial asset at one market without selling (buying) the analogue at another market, provided there is a significant price gap between quotes of these two connected markets at the moment of opening or closing an order.</p>
BID	The smallest quote in the quotes. The quote at which the Client can sell.
Quotes database	An information about the quotes flow.
Base currency	The first currency in the identifying of the currency pair which the Client can buy or sell for the quotes currency.
Balance	A total financial result of all complete transactions and non-trading operations on the trading account.
Bar	An element of the trading graph which includes quotes at opening and closing, as well as maximum and minimum quotes for the definite period.
Fast market	<p>The market condition, when during a short period of time an extreme rate changes occur. Frequently “fast market “is accompanied by price gaps. As a rule it occurs immediately before and/or immediately after one or several events:</p> <ul style="list-style-type: none"> <li>- a start of the war or military actions;</li> <li>- a publication of economic parameters for countries, whose economy has a great influence over the condition of the world economy;</li> <li>- a declaration of the decision on the interest rates by central banks and their committees;</li> <li>- speeches and press-conferences by Central Bank directors, finance ministers and presidents of countries which economy significantly influences the state of the world economy;</li> <li>- currency interventions by state organizations;</li> <li>- terroristic acts of a national (state) level;</li> </ul>



## FBS Agreement

- natural disasters, which cause impose emergency rules (or similar limiting rules) at the victim territories;
- political or force majeure events: resigns and appointments (including the ones as a result of elections) of representatives of executive departments of government;
- other events, which significantly influence the dynamics of a tool rate.

Quote currency	The second currency in identifying a currency pair, with which the Client can buy or sell the base currency.
Currency pair	A trading operation volume, the basis of which is a change of one currency value towards another currency.
Value Trailing Stop	A parameter Trailing Stop set by the Client.
Expiration	The end of trading time allocated for trading a particular asset, after which trading on the respective contract cannot be continued.
Account type	The accumulation of conditions, services available to the Client, which are formed on the basis of the minimum deposit sum. Each Account type has a minimum deposit sum. Maximum deposit sum depends on the choice of leverage.
Time of the trading platform	The time zone used for fixing any events in the server log-file.
Chart	The quotes flow, presented in the graphical form. A High for each bar – is the maximum Bid for a period, a Low – the minimum Bid, closing quote (close) – the last Bid of a bar, opening price (open) – the first Bid of the bar.
Dealer	<ol style="list-style-type: none"> <li>1) A Company, with which the Client has made agreements, regulating a legal basis for executing trading operations on the conditions of the margin trading;</li> <li>2) a trading server and/or a Company employee who processes requests and orders of Clients, executes orders, stop out and margin calls.</li> </ol>
Long position	The buying tool with an expectation of a rate rise. Applicable to currency pairs: the buying base currency for the quote currency.
Close position	The result of the second part of a completed transaction.
Request	A Client instruction to the Dealer to receive quote. A request does not make the Client liable to perform an order.
Tool	A currency pair or the contract for difference.
Account history	The list of completed transactions and non-trading operations of the trading account.



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Client	A legal entity or a private person who concluded an agreement with a Dealer, to execute trading operations on the conditions of the margin trading.
Client terminal	The Software product MetaTrader 4.0, by means of which the Client can receive an information about the bidding at financial markets (in the volume defined by the Company) on-line, perform technical analysis of markets, perform trading operations, submit, change, delete orders, as well as receive messages from the Dealer and the Company. MetaTrader 4.0 is accessed freely at the website.
Short position	A selling of a tool with expectations of a rate decrease. Applicable to currency pairs: selling of the base currency for the quote currency.
Contract for difference	The object of executing trading operations, which is based on the change of the basis of a base asset (that is an asset lying in the basis of the contract for difference), that could be a share, futures, precious metals, stock index, etc.
Quoting	A process of presenting quotes to perform orders to the Client.
Leverage	A ratio between the amount of guarantee and the trading operation volume.
Rate	1) for a currency pair: the value of the base currency unit expressed in the quote currency; 2) for a contract for difference: the value of a base asset unit, expressed in the monetary form.
Client log-file	The file, created by the Client terminal, which registers up-to-the-second all the requests and orders, sent by the Client to the Dealer.
Server log-file	The file, created by the server, which registers up-to-the-second all requests and orders, received from the Client to the Dealer, as well as results of their processing.
Locked positions	Long and short positions of the equal volume, opened for the same tool at the same trading account.
Lot	An abstract notion to identify a number of shares, goods, base currency, accepted at the trading platform.
Margin for locked positions	The security required by the Dealer to open and maintain locked positions. It is stated in the contract specification for each tool.
Margin trading	A performing of trading operations using leverage, when the Client is able to perform a trade for the sums far exceeding the size of his/her own funds.
Initial margin	Funds required by the Dealer as a security to open positions. It is stated in the contract specification for each tool.



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Necessary margin	- Cash security requested by Dealer to support open positions. It is stated in contract specifications for each tool.
Off-market quote	<ul style="list-style-type: none"><li>- a presence of a substantial price gap;</li><li>- a quote roll-back within a short period of time to an initial level creating a price gap;</li><li>- a lack of a rapid quote movement before this quote appeared;</li><li>- the moment of a quote appearance, there are no macroeconomic events and/or corporate news which could significantly influence the tool rate.</li></ul> <p>Company is entitled to remove the information about the off-market quote from the server quote database.</p>
Non-trading operation	An operation of a depositing one's account (withdrawing funds from one's account) or an operation of granting (reimbursement) of a credit.
Regular market	«Regular market conditions».
Order	The Client's instruction to the Dealer to open or close a position when the price reaches the order's level.
Open position	A result of the first part of a completed transaction.
Market opening	A reopening of the trade after weekends, holidays or after a break between trading sessions.
Pending order	The Client's instruction to the Dealer to open a position as a quote reaches an order level.
Floating profit/loss	Non-fixed profits/losses for the open positions at the current rate values.
Completed transaction	Consists of two reverse trading operations with equal volumes (open a position and close a position): buying with a following selling or selling with a following buying.
Quotes flow	A quotes sequence for each tool coming to the trading platform.
Flow quotes	A method of presenting quotes to the Client without a request. When the Client watches the on-line Dealer quotes flow, for which he/she can at any time submit an order to execute a trading operation.
Point	A unit of a least-significant bit of a rate.
Lot size	An amount of shares, goods, base currency in one lot, fixed in the contract specifications.



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## FBS Agreement

Developer	«MetaQuotes Software Corp.» - the trading platform developer.
Order	The Client's instructions to the Dealer to open/close a position, place, delete or change an order level.
Market conditions different from regular	See «thin market» or «fast market».
Free margin	Funds at the trading account, which can be used to open a new positions. It is defined by the formula:  Free margin = Equity - Margin.
Server	The Software MetaTrader Server 4.0, which processes Client requests and orders, provides information on-line about bids on financial markets (in the volume defined by the Company), records liabilities between the Client and the Dealer, as well as observes conditions and limitations.
Expert Advisor	A trading account control strategy in the form of a software in the specialized language MetaQuotes Language 4, which sends requests and orders to the server using the client terminal.
Spike	See «Off-market quote».
Contract specification	Main trading conditions (spread, lot size, minimum volume of a trading operation, steps of trading operation volume changes, initial margin, margin for locked positions etc.) for each tool.
Disputable situation	1) a situation, when the Client believes that the Dealer as a result of his/her actions or lack of actions broke one or several provisions of the present Agreement;  2) a situation, when the Dealer believes that the Client as a result of his/her actions or lack of actions broke one or several provisions of the present Agreement.
Spread	A difference in Ask and Bid quotes expressed in points.
Account	A unique personalized accounting register of operations in the trading platform, which reflects complete transactions, open positions, non-trading operations and orders, as well as a status of balance.
Account type	Accumulation of conditions and services available to the Client which are formed on the basis of the minimum deposit sum. There is the minimum deposit sum for each account type. The maximum deposit sum depends on the chosen leverage.



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## FBS Agreement

Ticker	A unique identification number given to each open position or a pending order in the trading platform.
Thin market	The market condition, when during a long period of time quotes enter the trading platform more rarely than in the regular market conditions.
Trading operation	A client's operation of buying or selling any tool.
Trading platform	An accumulation of software and hardware which provides an information on-line about the bidding in the financial markets, executing trading operations, record of mutual liabilities between the Client and the Dealer, as well as observing conditions and limitations. In the simplified form for the goal of the present Agreement it consists of "Server" and "Client terminal".
Trading account	A unique personalized register of operations in the trading platform, which reflects completed transactions, open positions, non-trading operations and orders.
Order level	A quote stated in an order.
Force majeure circumstances	Events which could not have been foreseen or prevented. See details in §10. Force majeure circumstances of the present Agreement.
Quote preceding off-market quote	A closing quote for a minute bar which preceded a minute bar with off-market quote.
Price gap	Any of the two situations: <ul style="list-style-type: none"> <li>- Bid of the current quote is bigger than Ask of the previous quote;</li> <li>- Ask of the current quote is smaller than Bid of the previous quote.</li> </ul>
Price gap at the market opening	Any of the two situations: <ul style="list-style-type: none"> <li>- Bid of the today's opening market quote is bigger than Ask of the yesterday's closing market quote;</li> <li>- Ask of the today's opening market quote is smaller than Bid of the yesterday's closing market quote.</li> </ul>
Obvious error	An Opening/closing of the Client's position, or an execution of the Client's order by the Dealer at a quote significantly different from the quote for the tool in the quote flow at the moment of the action, or any other action or a lack of action of the Dealer connected to the Dealer's obviously wrong identifying of the quote level on the market at a given time.
Ask	The higher quote in the quotes. The quote at which the Client can buy.
Bid	The lower quote in the quotes. The quote at which the Client can sell.
Equity	The current account balance. It is defined by the formula:



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## FBS Agreement

Equity = Balance + Floating Profit - Floating Loss.

Hedged margin	The security to open and maintain locked positions required by the Dealer. It is fixed in the contract specification for each tool.
Lock	see «Locked positions».
Market Execution	An execution of the Client's order at the liquidity providers' best price.
Long	See "Long position"
Short	See «Short position».
Margin Level	<p>A ratio between the equity and the necessary margin, expressed in the percentage. It is defined by the formula:</p> $\text{Margin Level} = (\text{Equity} / \text{Margin}) * 100\%.$
Margin Call	The account condition, when the Dealer is entitled but not liable to close all open positions of the Client due to the lack of the free margin. Margin level whereby a margin call situation occurs is stated in the present Agreement.
Contract Specification	The principal trading terms (spread, lot size, minimum position volume, initial margin, margin for locked positions etc.) for each trading tool.
Spike	See «Off-market quote».
Stop out	The order for a mandatory position closure, generated by the Server.
Swap	An overnight or rollover interest for holding positions overnight. Swap may be either positive or negative. A table with "Swap" values for each tool is given at the FBS website.
Trailing Stop	<p>The following algorithm for executing a Stop Loss order:</p> <ul style="list-style-type: none"> <li>- while profit on an open position does not exceed the Trailing Stop value, take no actions;</li> <li>- as soon as profit on an open position exceeds the Trailing Stop value, send an order to the Server to place a Stop Loss order at the price as far from the current quote as the Trailing Stop value;</li> <li>- as soon as a quote is received that is farther from the set Stop Loss order than the Trailing Stop value, send an order to the Server to change the Stop Loss order level to set it as far from the current quote as the Trailing Stop value.</li> </ul> <p>Trailing Stop functions only when the client terminal is activated, connected to the Internet and is successfully authorized at the Server.</p>



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## FBS Agreement

### Slippage

Slippage refers to the difference between the expected price of a trade and the price at which the trade is executed.

Slippage can occur at any time but is mostly prevalent during the periods of higher volatility when market orders are used.

It can also occur when a large order is executed but there isn't enough volume at the chosen price to maintain the current bid/ask spread.

Back to [Contents](#)



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