

IFXBIT Public Offer Agreement

General provisions.

Instant Trading Ltd. (hereinafter referred to as the Company) and an individual or legal entity that has signed the present Agreement and has filled in the registration form (hereinafter referred to as the Client), together referred to as the Parties, entered into the present Agreement (hereinafter referred to as the Agreement). The present Agreement specifies the conditions under which the Company shall provide the services to the Client related to conducting operations on financial markets.

1. Definitions.

- 1.1. Company shall mean Instant Trading Ltd. which offers trading opportunities and a system of mutual settlements with the Client as provided under the present Agreement.
- 1.2. IFXBIT, hereinafter referred to as the Platform, is a complex of hardware and software tools for conducting financial and trading operations.
- 1.3. Client is an individual or a statutorily registered legal body that has an account with the Platform and that has accepted the present Agreement in order to carry out trading operations through the Platform or other means offered by the Company.
- 1.4. Trading instruments are a set of cryptocurrencies, currency pairs, and other instruments available for trading through the Platform.
- 1.5. Buying or selling cryptocurrency is a transaction between two or more clients, as well as between clients and the Company, which comes into effect from the moment of its execution through the Platform.
- 1.6. "Ask" is the highest price in the quote at which the Client buys the currency.
- 1.7. "Bid" is the lowest price in the quote at which the Client sells the currency.
- 1.8. "Equity" is the current account balance which is calculated according to the formula: balance + current profit - current loss.
- 1.9. "Hedged margin" is the margin required by the Dealer to open and maintain trades. For every instrument, the hedged margin is indicated separately in Specifications.
- 1.10. "Margin level" is the ratio of equity to necessary margin expressed in percentage terms which is calculated according to the formula: $(\text{equity}/\text{margin}) * 100\%$.
- 1.11. "Margin call" is a state of the trading account when the Dealer has a right but is not obliged to close all open deals of the Client because of insufficient funds (free margin). A margin level whereby the Margin call situation arises is described in the present Agreement.

1.12. "Stop out" is an order to forcefully close a position generated by the server.

1.13. "Swap" is a payment taken for carrying an open position overnight. It can be either positive or negative.

1.14. "Active account" is the Client's trading account, where the quantity of the executed forex lots (1 market lot is equivalent to 10 IFXBIT lots) for the accounting period exceeds 0.2% of the average value of funds denominated in USD. For a USD 1,000 account the lot quantity is 2 market lots or 20 IFXBIT lots. If there are opposite positions, only a half of the locked volume is counted for the quantity of executed lots.

1.15. "Arbitrage" is a trading strategy which uses "Arbitrage transactions".

1.16. "Arbitrage transaction" is an operation when an asset is bought on one market and a matching asset is sold on a different market at the same moment. This price difference is fixed on various exchange markets. It is easily observed that the value of the portfolio remains almost unchanged regardless of the market movements (as the opposite deals offset each other). When the price difference changes to a positive side, the opposite arbitrage transaction of fixing profit is conducted. An arbitrage transaction is also a transaction carried out on one and the same market over a certain period of time on the condition that a considerable price gap between the quotes appears at the moment of trade opening or closing.

1.17. "Quotes database" is the information about all quotes of currencies.

1.18. "Base currency" is the first currency in a currency pair which the Client can buy or sell at the price of the quote currency.

1.19. "Balance" is the aggregate financial result of all completed transactions and non-trading operations in a trading account.

1.20. "Candlestick bar" is an element of the chart, which includes open and close prices as well as the highest and lowest prices for a certain period of time (1 minute, 5 minutes, an hour, 24 hours, a week etc.).

1.21. "Bonus funds" are funds received by the Client as part of bonus programs and contests held by the Company.

1.22. "Fast market" is a condition of the market which is characterized by sudden currency rate changes during a short period of time and often followed by price gaps. Usually, it occurs right before and/or after one or a series of the following events:

1.22.1. publication of economic indicators of the G7 members (the seven leading industrial countries - the USA, Germany, Japan, France, the UK, Canada, and Italy) which have a high degree of influence on the financial markets;

1.22.2. key interest rates' announcements made by central banks and their committees;

1.22.3. speeches or press conferences of central bank governors, finance ministers, and presidents of the G7 countries;

1.22.4. interventions of governments in currency markets;

- 1.22.5. terrorist acts of a national (government) importance;
- 1.22.6. natural disasters that caused announcement of a state emergency (or similar restrictive measures) within the affected territories;
- 1.22.7. outbreak of war or military actions;
- 1.22.8. political force majeure events such as resignations or appointments (including election results) of the executive branch of governments;
- 1.22.9 other conditions that have influence on the dynamics of the currency rate.
- 1.23. "Quote currency" is the second currency in the currency pair that is used by the Client for selling or buying the base currency.
- 1.24. "Currency pair" is a unit of a trade operation which is based on a change in the value of one currency in relation to another currency.
- 1.25. "Trailing stop value" – the value of the "trailing stop" parameter set by the Client.
- 1.26. "Trading platform time" is the time zone in which any events are registered in a server log file. At the moment of the present Agreement publication it is GMT+2.
- 1.27. "Chart" is a quote stream presented in graphical form. High of any bar/candlestick is the maximum bid price for a particular period of time. Low of any bar/candlestick is the minimum bid price. The closing price is the last bid price of the bar/candlestick. The opening price is the first bid price of the bar/candlestick.
- 1.28. "Market depth" displays the current closest price requests for the buying or selling of a particular crypto asset in the Platform interface placed by other participants. Enquiries from this list are used to execute new market orders of clients starting from the nearest price: in the direction of its rise (for buy deals) or fall (for sell deals).
- 1.29. "Dealer" is a company the Client entered into an agreement with which regulates the legislative base of trade operations in terms of marginal trading. The Dealer shall also mean an employee of this company who deals with the enquiries of the Client, including the execution of orders, stop out, and margin calls.
- 1.30. "Long position" is buying an instrument with the assumption that the rate will increase. As for cryptocurrencies, it is buying a cryptocurrency using a quote currency.
- 1.31. "Closed position" is the result of the second part of the completed closed transaction.
- 1.32. "Enquiry" is the instruction of the Client sent to the Dealer to obtain a currency quote. An enquiry does not imply the Client's obligation to open a trade.
- 1.33. "Identifier" is an identification number assigned to each open transaction. It is the same for transactions opened within one order.
- 1.34. "Instrument" is a currency pair or a contract for difference (CFD).

1.35. "Account history" is a full list of all completed transactions and non-trading operations conducted in a trading account.

1.36. "Client" is a legal entity or physical party that has accepted the present Agreement with the Dealer (the Company) in order to conduct trading operations in the terms of margin trading.

1.37. "Contract for difference" (CFD) is an object of a trading operation based on changes in a price of the underlying asset (i.e. the asset being the subject of the CFD), including but not limited to cryptocurrencies, stocks, futures, commodities, precious metals, and stock indexes.

1.38. "Short position" is selling an instrument with the assumption that the rate will decline. As for cryptocurrencies, it is selling a cryptocurrency using the quote currency.

1.39. "Quoting" is the process of providing quotes to the Client in order to conduct a trade.

1.40. "Leverage" is the ratio between the amount of the collateral and the volume of the trading operation: 1:100, 1:200. Leverage 1:200 means that, in order to open a trade, it is necessary to have a deposit which is 200 times lower than the sum of the trade to be opened in a trading account of the Dealer.

1.41. "Rate":

1.41.1. for currency pair: base currency unit price expressed in terms of quote;

1.41.2. for CFD: underlying asset unit price expressed in terms of money.

1.42. "Locked positions" are long and short positions of the same volume that are opened for the same instrument in the same account.

1.43. "Lot" is a unit used in a trading platform to measure the quantity of cryptocurrencies, stocks, commodities, and base currency.

1.44. "Margin for locked positions" is the collateral required by the Dealer to open and maintain locked positions. For each instrument, it is indicated in the separate Specifications.

1.45. "Margin trading" is trading with the use of leverage when the Client can open trades with the value much higher than the Client's own funds.

1.46. "Margin" is the cash collateral required by the Dealer to open positions.

1.47. "Spike" is the price quote that meets the following conditions:

1.47.1. there is a considerable price gap;

1.47.2. within a short period of time the price returns to the initial level creating a price gap;

1.47.3. absence of rushing price dynamics prior to this price quote;

1.47.4. absence of macroeconomic events and/or corporate news which can have a significant impact on the rate of an instrument.

1.47. The Company has the right to remove information that concerns a spike from the quotes database of the server.

1.48. "Non-trading operation" is the process of depositing or withdrawing money into/from a trading account or the allocation or repayment of a loan.

1.49. "Normal market conditions" is a condition of the market when:

1.49.1. there are no significant stops in delivery of quotes to a trading platform;

1.49.2. there is no rushing price dynamics;

1.49.3. there are no considerable price gaps.

1.50. "Normal market" refers to the same as the "Normal market conditions".

1.51. "Trading operation size" is the quantity of lots multiplied by the lot size.

1.52. "Order" is an instruction of the Client sent to the Dealer to open/close a trade once the price reaches the order level as well as to place, remove or change the order level.

1.53. "Open position" is the result of the first part of a fully completed transaction. When opening a position, the Client undertakes the following obligations:

1.53.1. to conduct the second part of the transactions (buy/sell) of the same size;

1.53.2. to maintain equity not lower than 30% of the necessary margin.

1.54. "Market open" is the start of trading sessions after the weekend, holidays or after time intervals between trading sessions.

1.55. "Pending order" is the instruction of the Client sent to the Dealer to open a trade as soon as the price reaches the predetermined level.

1.56. "Pip" is the smallest unit of price for any foreign currency. Also called "point".

1.57. "Floating profit/loss" is unfixed profit/loss of all open trades at the current exchange rates at present moment.

1.58. "Completed position" consists of two opposite trading operations of equal size (opening and closing of a position): buying followed by selling or selling followed by buying.

1.59. "Streaming real-time quotes" are a chain of quotes for every instrument imported to and displayed on a trading platform. This is the mechanism of providing quotes to the Client without an enquiry when the Dealer's quotes flow is visible in the real-time mode. Thus, the Client can send an order to conduct a transaction at any moment.

1.60. "Real deposit" is the difference between deposits and withdrawals in the Client trading account for the reporting period.

1.61. "Lot size" is the quantity of cryptocurrencies, assets, commodities, and base currency per one lot defined in the Specifications.

1.62. "Market conditions that differ from normal ones" are those conditions that occur during the thin market or the fast market as described hereof.

1.63. "Free margin" is funds on a trading account that can be used for opening new trades. Calculated according to the formula: equity - margin.

1.64. "Transaction" is an executed order of the Client.

1.65. "Server" is a software product which processes the Client's orders and enquiries, provides information about financial market trades in real-time mode (quantity defined by the Company), taking into account mutual obligations between the Client and the Dealer, and adherence to the conditions and restrictions.

1.66. "Contract specification" is the key parameters of a trade including but not limited to the spread, lot size, minimal trade volume, swap, changes in trade volume, initial margin, and margin for locks for each instrument.

1.67. "Disputable issue" is:

1.67.1. a situation when the Client assumes that the Dealer has violated one or more conditions of the present Agreement as a result of its activity or inactivity;

1.67.2. a situation when the Dealer assumes that the Client has violated one or more conditions of the present Agreement as a result of his/her activity or inactivity.

1.68. "Spread" is the difference between Bid and Ask prices in pips.

1.69. "Ticket" is a unique identification number assigned to each position or pending order in a trading platform.

1.70. "Thin market" is a state of the market when there are less quotes than normally imported in the trading platform for a considerable period of time. Usually, such market conditions occur during Christmas holidays and national holidays in the G7 countries between 12:00 p.m.-3:00 a.m. (GMT+2).

1.71. "Trading operation" is buying or selling any instrument by the Client.

1.72. "Trading platform" is a set of software and technical facilities that supports receiving information on trading carried out on financial markets in real-time mode, conducts trading operations, takes into account mutual obligations between the Client and the Dealer, and enforces observing conditions and restrictions.

1.73. "Trading account" is a unique personalized log of all operations recorded on the trading platform where completed closed transactions, opened positions, non-market operations, and orders are reflected.

1.74. "Order level" is the price indicated in an order.

1.75. "Force majeure circumstances" are events which could not have been foreseen or prevented. Those events include but are not limited to:

1.75.1. natural disasters;

1.75.2. wars;

1.75.3. acts of terror;

1.75.4. actions of governments, executive, and legislative authorities;

1.75.5. hacker attacks and other unlawful acts toward servers.

1.76. "Price prior to non-market quoting" is a close price of a minute bar prior to a non-market minute bar quote.

1.77. "Price gap" is either of the following situations:

1.77.1. the present Bid is higher than the prior Ask;

1.77.2. the present Ask is lower than the prior Bid.

1.78. "Opening gap" is either of the following situations:

1.78.1. Bid of the market open is higher than Ask at the market close;

1.78.2. Ask at the market open is lower than Bid at the market close.

1.79. "Obvious error" is the opening/closing of the Client's positions by the Dealer or executing any orders at prices which greatly differ from the price of the instrument in the quoting flow at the moment of execution. The obvious error shall also mean other Dealer's activity or inactivity related to wrong evaluation of market prices at a certain moment of time.

2. General terms and conditions.

2.1. The present Agreement between the Client and the Company sets forth the conditions for the use of all services offered by the Company and other authorized third-party service providers to the Client, including the use of such services for the purpose of conducting a transaction on the Client's trading account.

2.2. The present Agreement sets forth the conditions under which the Company provides the Client with the opportunity to trade through the Platform.

2.3. The present Agreement does not require signing and is considered to be accepted after the Client starts using the Platform.

2.4. The Client confirms that he/she has read, understood and accepted all the rules and risks associated with conducting transactions through the Platform.

3. Company services.

3.1. Scope of the services.

3.1.1. The Company services are any interactive programs or services offered by the Company which allow the Client to:

- connect with the Company or an authorized third-party service provider;
- receive information or quotes from the Company or an authorized third-party service provider;
- conduct trades on financial markets through the Company by means of the Platform which includes electronic data transfer that the Client submits to the Company using a personal computer connected by a modem or any other device to a data network assigned by the Company.

3.1.2. By accepting the present Agreement the Client confirms that he/she has read and accepted the rules of communication and acknowledges that he or she can give instructions only through the Platform.

3.1.3. The Client acknowledges that the Company has the right to change, add, rename or leave unaltered the Company services that are offered in terms of the present Agreement without any prior notice. The Customer also acknowledges that the Agreement is applicable to services which can be changed, added or renamed in future in addition to the services which are provided to the Client currently.

3.1.4. Except for the cases described in the present Agreement, the Company is not obliged to:

- monitor and inform the Client about his or her trade status;
- close an open positions of the Client;
- make attempts to execute the Client order using the quotes which differ from the quotes offered to the Client through the Platform.

3.1.5. The Company services exclude providing recommendations and information to motivate the Client to conduct trading operations. In certain cases, the Company has the right, at its own discretion, to give information, recommendations, and advice to the Client. In this case, the Company carries no responsibility for the consequences and profitability of such recommendations and advice for the Client. The Company reserves the right to cancel or close any position of the Client under certain conditions that are described in the present Agreement. All trading operations conducted by the Client as a result of inaccurate information or a mistake, however, remain valid and are binding on both Parties.

4. Rules of trading operations conduct.

Conducting a transaction through the Platform and in the course of carrying out transactions with other users of the Platform, the Client undertakes to properly understand and comply with the following transaction rules:

4.1. The opening of a cryptocurrency order occurs according to the market principle based on the current supply-demand ratio of the traded asset in the Platform;

4.2. The opening price of a cryptocurrency order may differ from the price requested or expected by the Client;

4.3. Depending on market conditions, the cryptocurrency order of the Client may be executed completely, partially, or not executed at all;

4.4. All cryptocurrency orders are market orders and they are executed against orders of other clients. In some cases, the Company has the right to act as a market maker;

4.5. Monitoring the transaction information in the Platform, the Client shall carefully read the entire transaction information content, including but not limited to the price, the volume of an order, the commission fee, and the direction (buy or sell). Only after fully accepting the entire transaction information content, the Client shall click on the button to complete the transaction.

4.6. Orders can be placed, removed or changed by the Client only when trading on this instrument is permitted.

4.7. Types of pending orders:

"Buy Stop" implies opening a buy position at a higher price than the actual price at the moment of the order placement;

"Sell Stop" implies opening a sell position at a lower price than the actual price at the moment of the order placement;

"Buy Limit" implies opening a buy position at a lower price than the actual price at the moment of the order placement;

"Sell Limit" implies opening a sell position at a higher price than the actual price at the moment of the order placement.

"Stop Loss" implies closing an earlier opened position at a price which is less profitable for the Client compared to the price at the moment of the order placement;

"Take Profit" implies closing an earlier opened position at a price which is more profitable for the Client compared to the price at the moment of the order placement.

4.8. The comment for each cryptocurrency transaction, executed on the base of the exchange mechanism, contains identifier(s) and brief information about its opening, closing or cancellation.

4.8.1. An open (active) transaction identifier consists of three components described below:

4.8.1.1. "X:" general comment which indicates that a cryptocurrency transaction is carried out through the exchange mechanism;

4.8.1.2. The letter code which indicates the source of the transaction:

"M" - the transaction is opened as a result of the market order execution;

"L" - the transaction is opened as a result of the pending limit order execution;

4.8.1.3. A unique digital order number is assigned to each open order in the system and is the same for all transactions opened under this order, including the original market or limit order with zero trading result which are saved in the history of trading operations with the comments "R" or "LP", respectively.

4.8.2. The closed transaction identifier also consists of three components, described below:

4.8.2.1. The letter code indicating the reason for closing the transaction:

"M" - a transaction is closed as a result of the market order execution;

"TP" - a deal is closed as a result of a take-profit;

"SL" - a deal is closed as a result of a stop loss.

4.8.3. After the execution of any order, a zero trading result is recorded in the account history which contains the information about the type of enquiry and its number in the comment:

"R" is a trading record containing the initial parameters of an executed market opening order;

"LP" is a trading record containing the initial parameters of the executed limit order.

4.9. The execution of a cryptocurrency trading operation consists of the following stages:

4.9.1. The Client sends an order enquiry to the system;

4.9.2. If the Client sends an order to make an instant market transaction, such an inquiry is saved in the history of trading operations with zero trading result, and a crypto asset is bought or sold using current orders from the market depth section. The corresponding transactions will appear among current trading operations;

4.9.3. If the Client has sent a limit pending order, such an enquiry awaits execution among the current trading operations of the Client. After the execution, the enquiry is saved in the history of trading operations with zero trading result. When the enquiry is completed, a crypto asset is bought or sold using the current market orders of other bidders followed by the relevant transactions which appear among the Client's current trading operations.

4.9.4. If there is a shortage of funds for the execution of a market order, it is canceled completely and the Client receives a relevant notification.

4.9.5. In case there are not enough funds to execute a pending order, it is canceled completely and the pending order is saved in the history of trading operations with a zero trading result and a comment [Canceled].

4.10. Submission of trade orders for cryptocurrency trading:

4.10.1. The Client shall review the transaction information and make sure that this information is true and correct. Then, the Client can submit an order to complete the transaction. After submitting the order, the Client enables the Platform to carry out the corresponding transaction on its behalf. The Platform automatically executes the transaction when the price indicated by the Client without prior notice to the Client is approved.

4.10.2. Opening a position is carried out by sending an order or enquiry through the Platform to the server of the Company. The following order parameters are required:

- name of the instrument;
- size of a trade (in lots).

4.10.3. After the Client submits an order for a transaction, this order appears in the order book along with the orders of other users of the Platform or orders of the Company which acts as a market maker in this case.

4.10.4. Cancellation/adjustment of an order: before completing a transaction, the Client has the right to cancel or adjust the order at any time. If the order of the Client has already been added to the order book, its cancellation becomes impossible. If the order was partially executed, the Client has the right to cancel the remaining unfulfilled part of the order, or to wait for its execution.

4.10.5. If the Client does not have enough funds on his or her trading account, the Company has the right to partially execute this order by canceling the remaining part.

4.10.6. The Company has the right at any time at its discretion to refuse to carry out any transaction through the Platform, impose restrictions on the amount of the transaction or introduce other restrictions on the use of the Platform without prior notice.

4.11. In cases of price gaps, orders are executed according to the following rules:

- pending orders with a price gap between the open level and the Take Profit are canceled and marked by a comment [canceled/gap];
- Take Profit orders within a price gap are executed at the price set by the order;
- Stop Loss order within the price gap are executed at the first price following the gap and marked by a comment [sl/gap];
- Buy Stop and Sell Stop pending orders are executed at the first price following the gap and marked by a comment [started/gap];

- Buy Limit and Sell Limit pending orders are executed at set price and marked by a comment [started/gap].

In case of a narrow price gap, an order can be executed in a customary mode according to the set in the orders prices.

4.12. Placing a pending order, the Client shall provide the following information:

- name of an instrument;
- trade size (volume);
- order type (Buy Stop, Sell Stop, Buy Limit, and Sell Limit);
- price level to place an order.

5. Forced liquidation of open positions.

5.1. The Margin Call is issued once the Margin level on the Client's account falls below 30%. The Company is entitled but not obliged to close the Client's open positions. The Company shall take a decision about the liquidations of open positions at its sole discretion.

5.2. The Company is entitled to liquidate the Client's open positions without prior notice if the current equity on the Client's account is lower than 10% of the margin necessary to maintain the open position.

5.3. The equity on the Client's account is monitored automatically by the server. Should the conditions described in clause 5.2 hereof hold true, the server shall generate the Stop Out order, thus liquidating the open positions. The Stop Out order shall be executed at the current market price in the queue with the orders of other clients of the Company. The liquidation of the Client's positions is recorded in the server log file with the comment "stop out".

5.4. If the case described in Clause 5.2 arises and the Client has several open positions, the position with the highest floating loss will be closed first.

5.5. Under normal market conditions, the Company shall keep the net balance and equity in the range from 0% to 10% of the margin required to maintain the last forcibly closed position. The Company reserves the right to offset a negative balance on one of the Client's accounts with the funds available on the Client's other trading account.

5.6. There may be a delay in the process of the position liquidation. This delay can occur due to the best execution principle when the position is closed at a more favorable price than the price fixed at the moment the Stop Out order generation. The account status at the moment of the deal closing by "stop out" is reflected in the comment to the order where the free margin, account balance, and margin level are also indicated. Such a delay caused by the best execution should not be considered by the Client as a ground for applying a claim. Closing of the position at the price which is less favorable for the Client than the Stop Out price can be considered by the Client as the reason for a claim.

5.7. The maximum number of deals opened simultaneously is not limited. Yet, the Company reserves the right to impose obligatory restrictions upon the number of orders opened.

5.8. In case of force majeure and non-market situations, the Company reserves the right to close all positions of the Client without prior notice, at prices determined by the Company.

6. Risks.

6.1. Technical risks

6.1.1. The Platform has been launched on an experimental basis and it does not refer to the main services of the Company. The Platform is still being developed and may from time to time undergo enhancements which can result in technical instability and malfunction, thus providing an opportunity for the trading mechanism abuse.

6.1.2. The Client agrees that during the period when the platform is being tested a part of the functions can be unavailable or work in a way that it is not supposed to be.

6.1.3. The Company reserves the right to terminate, restructure, modify, enhance or change any services of the Platform at any time and at its sole discretion.

6.1.4. Conducting deals though the experimental Platform, the Client accepts the risk of the revision of his or her trading results in case any software/hardware malfunctions or the abuse of a technical mechanism and quotes flow are detected.

6.1.5. The Client undertakes to ensure the confidentiality of the authorization credentials. The Client confirms that any deal conducted through the Platform is initiated by him or her. The Client undertakes to apply security measures necessary for the protection of his or her hardware from viruses or any similar malicious software.

6.1.6. It is agreed and understood that should non-market quotes, technical problems and/or any force majeure events arise, the result of the trades conducted under such circumstances may be revised by the Company in favor of either the Client or the Company.

6.1.7. The risk of losses can be significant and result in a loss of all Client's money. The Client acknowledges these risks and undertakes to factor them in and manage them.

6.1.8. The Client acknowledges that the unavailability to open or close a transaction at a certain point in time can lead to either profit or loss, and therefore the Client agrees not to claim a review of the result of a completed or uncompleted transaction based on the historical data.

6.1.9. The risks arising from the use of the Internet transaction system include but not limited to software, hardware, and Internet connection failures. Due to the fact that the Company cannot control the reliability and availability of the connection at all stages, it bears no responsibility for distortions, delays and failures of the connection, as well as the availability of information.

6.2. Risks associated with margin trade

6.2.1. The margin trade is connected with high risk and has an equal possibility of entailing either high profits or high losses.

6.2.2. Under certain market conditions, it may be difficult to close a deal due to a number of factors that include but not limited to the insufficient liquidity or technical failures.

6.2.3. Placement of stop loss orders does not guarantee that the losses will be limited within the specified price range, as the execution of such orders may be unavailable under certain market conditions.

6.2.4. Should the value of the Client's assets fall below the specified level, the Client undertakes to react to such market conditions by replenishing his or her trading account. Otherwise, the Company shall liquidate the Client's open positions at the prices available in the Platform.

6.2.5. The Client shall not be entitled to receive any additional cryptocurrency that can appear as a result of a fork of the traded cryptocurrency.

6.2.6. The trading accounts with the balance above USD 1,000 shall be subject to a reduction in the leverage to 1:600 from 1:1,000 for Forex trading instruments.

6.2.7. The Company reserves the right to reduce the leverage in cases when the total volume of the Client's open positions exceeds the following amounts in the base currency:

- If the amount exceeds USD 5,000,000 (five million US dollars), the leverage shall be reduced to 1:100;

- If the amount exceeds USD 20,000,000 (twenty million US dollars), the leverage shall be reduced to 1:50;

7. Non-trading financial operations.

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

7.1.1. The Client shall withdraw the money from his or her trading account to the payment systems, enabled for withdrawal in the Client Area and/or on the Platform's official website.

7.1.2. Withdrawal of funds from the trading accounts that were replenished through the electronic payment systems to a bank account of the trading account's owner is possible only if agreed upon by the Company.

7.1.3. Withdrawal of funds shall be processed to the same payment system with the same payment details and in the same currency which were used for a deposit. In case a trading account has been

replenished from several payment systems, using several wallets and in different currencies, withdrawal shall be requested on the proportional basis.

7.1.4. If the Client has changed his or her details within the payment system for some reason, he or she is obliged to notify the Company about these changes by sending an F1 form with attachment of the ID scan copy to the Finance Department of the Company. Otherwise, the Company reserves the right to decline the Client's request for a withdrawal to the modified payment details.

7.1.5. Withdrawal is processed within the time limits specified for every payment system. In some cases the withdrawal time can be extended up to 5 working days, except for the cases described in Clause 5.5 of the present Agreement.

7.1.6. If the currency exchange between payment systems has been revealed, the Company reserves the right to charge extra commissions for the exchange service.

7.1.7. In cases when the currency of deposit is different from the currency of the Client's trading account, the Company applies the current exchange rate to the Client's withdrawal requests. The Company reserves the right to apply the average exchange rate at its sole discretion.

7.2. Depositing funds to the Customer trading account can be made through any of the methods listed at the Company's website.

7.2.1. The Customer accepts and agrees that delays in depositing funds to the trading account can occur in cases of the software malfunction.

7.2.2. The Company undertakes to deposit funds to the Client's trading account manually in case any error in software occurs, causing a delay in the automatic funds depositing, upon condition that the Client informs about the delay.

7.3. Interest rate on free margin

7.3.1. On all active accounts of any type an annual interest rate of 5% shall be accrued on the free margin. The 5% annual interest rate is calculated on the basis of the average free margin for the current month and accrued to trading accounts in two steps: 2% at the end of each month and 3% during the first week of the month following the accounting one. (The interest rate is applicable only to active trading accounts. Inactive accounts are credited with a 2% annual interest rate).

7.3.2. In case the Client violates the conditions of the present Agreement, the Company reserves the right not to pay the interest rate on free margin and cancel the interest accrued earlier in full.

7.3.3. The monthly interest rate on free margin is an optional offer of the Company inducing the Client's activity. The Client acknowledges that Instant Trading Ltd. is not a bank and the credited interest rate is not a bank interest. In case the activity on the Client's trading account is low, the Company reserves the right to reduce the interest rate amount. The trading activity is considered low when the summarized volume of closed trades on the Client's trading account for the accounting period has not exceeded the quantity of market lots equivalent to 0.1% of the average equity denominated in USD. For a USD 1,000 account the volume is 1 market lot or 10 IFXBIT lots. The Company reserves the right to fully cancel the interest rate including the total amount of earlier credited IR, in case the improper use is

revealed, including but not limited to cases when a trading account has not been used with the purpose of trading during an extended period of time.

7.4. In case a trading account is not used for 12 months and longer, the Company is entitled to charge a dormancy fee of \$10 per month at its own discretion, starting from the first month of inactivity.

7.5. Deposit/withdrawal fees

7.5.1. The Company shall compensate partially or in full the commissions charged by the payment systems for deposits to make them equal to the commission sizes specified at <https://cabinet.ifxbit.com/client/deposit>. The Company reserves the right to deduct the commission from the Customer trading account in case an abuse of this service is detected.

7.5.2. The Company at its own discretion can raise a commission for withdrawing or depositing through any payment system. However, such an increase cannot exceed 5%, added to real expenses incurred by the Company when sending/accepting money through the same payment system.

8. Complaints and dispute settlement.

8.1. All disputes and complaints shall be resolved in writing via correspondence by email.

8.2. The Client undertakes to promptly notify the Company if he notices any bug or a trading error on the Platform and/or if he encounters any significant malfunction and/or other connection problem that affects his access to the Services or the use of them.

8.3. Should a dispute regarding network transactions between the Client and other users arise, the Client undertakes to require the Company to provide relevant documents in no other way than through judicial or administrative channels.

8.4. In case a dispute arises, the Client undertakes to send his complaint to support@ifxbit.com in the following form:

- the Client's full name
- the Client's trading account
- a date and time when the disputable situation occurred
- a detailed description of the disputable situation with a reference to the relevant tickets on the Platform if any.

8.5. The Client acknowledges that the Company is entitled to ignore his complaints that are offensive or threatening in nature.

8.6. The Company shall process the Client's complaint within 10 working days. This term can be extended in some cases when any additional information is required.

8.7. The Company is entitled to revise the result of the Client's trades in case any malfunction of the server software is detected which lead to a delay in the quotes flow and/or non-market quotes and/or any

other negative consequences for the Company which could not be hedged by the Company's counterparties.

8.8. The Company guarantees that any Client transaction processed in case of spikes (non-market quotes) will be restored immediately after the discovery of the fact of its erroneous execution.

8.9. If the positions are fully locked by any locking system including triple lock and the sum of swaps has a positive value, the Company reserves the right to correct the swap.

8.10. The present Agreement forbids the use of strategies intended for the profit making by means of intentionally creating the situations when one of the Client's or a group of Clients' account fall into negative balance, including the situation when the accounts are opened under the names of different persons, invariably being the part of one trading strategy. In case of revealing implementation of such trading strategies, the Company reserves the right to apply the Clause 5.5. of the present Agreement.

8.11. If the total volume of the Client's open positions at the moment of market close entails a change in the total profit by more than 0.5% of deposit and in case the price changes by 1 pip (more than 5 IFXBIT lots for every USD 1,000 of deposit), the Company reserves the right to adjust the financial result of such deals in case the market opens with a gap by the amount proportional to the size of the gap in pips.

8.12. The Dealing Department of the Company executes its affirmative decision on a claim regarding reopening a position according to the following scheme: in case there are considerable time or price gaps since the moment of erroneous closing a position to that of opening a position, the deal can be opened again at an average price which is set either for the period between a mistaken position close and making a decision on its reopening or within an hour from the moment of erroneous position close. Reopening a position is placing a new order of the same volume as the one closed mistakenly. This rule is fully applicable to the compensation of mistakenly closed positions.

8.13. In case a price gap or the news release leads to a profit higher than 10% of the total deposit, the Company reserves the right to adjust the financial result of such a trade in the size proportionate to the above mentioned price gaps by means of deducting the funds with the comment "Clause 8.13 correction". In certain cases it is at the Company's discretion to set the minimal profit change below 10% of the total deposit.

8.14. The Company reserves the right to nullify results of a deal if the Company discovers that money used to execute the deal has been acquired in a violation of provisions of any Company's agreement, including the present Agreement, accepted by the Client.

8.15. If the total swap on all the trades exceeds USD 5,000, the Company reserves the right to adjust it to USD 5,000 in certain cases.

8.16. The compensation to the Client at eliminating the technical deficiency consequences shall not exceed USD 500,000.

8.17. Foregone or potential profits as well as the losses incurred as the result of equipment unavailability are not subject to reimbursement.

9. Client identification.

9.1. The Company is entitled to request the Client to confirm authenticity of his/her registration data, specified when opening a trading account. For this purpose, the Company is entitled to require the Client to provide an electronic copy of his or her identification document or an ID copy certified by a notary. Besides, the Company is entitled at its own discretion to exercise other ways of verifying the Client's personality. The Client is obliged to comply with such requests.

9.2. In case the Client is not requested to provide his or her identification documents, the verification procedure of the trading account shall not be obligatory. The Client can at his or her discretion upload a copy of an identification document in the Client Area.

9.3. The Client undertakes to immediately inform the Company's Client Relations Department about any changes in the registration data such as a name, address or telephone number and request to apply such changes to his or her personal details.

9.4. The Client agrees that personal information indicated at registration of a trading account can be used by the Company as part of the AML policy.

9.5. The Client shall bear responsibility for the authenticity of the provided identification documents or their copies. The Client acknowledges that should any doubts regarding the authenticity of the document arise, the Company is entitled to contact the law-enforcement authorities of the document issuing country for the authentication validation. In case the act of the document forgery is disclosed, the Client shall be held responsible in accordance with the legislation of the document issuing country.

10. Taxation.

10.1. The Client undertakes to determine what taxes apply to transactions made by him or her through the Platform and to independently file tax declarations and transfer the necessary tax payments to the tax authority.

10.2. The Client acknowledges that the Company shall bear no responsibility for determining whether the Client's transactions are subject to taxation, as well as for the collection, reporting, withholding and transfer of any taxes arising from any transactions of the Client.

11. Acceptable use, responsibility and liability.

11.1. The Client guarantees that:

- he or she shall provide the true and authentic registration data that pertains to the account owner;
- he or she bears responsibility for the confidentiality and use of the login and passwords;

- he or she bears sole responsibility for all actions that are performed under his or her login and passwords;
- he or she bears sole responsibility for all actions including but not limited to the trades on financial markets;
- he or she accepts and agrees that the Company may record oral or telephone conversations with the Client with the aim of confirming them.

11.2. Getting access to the Services and using them, the Client undertakes to respect and abide by any relevant laws, contracts, intellectual property rights and/or other right of the third parties.

The Client shall not:

- use the Company's Services in any way that may interfere with, disrupt, affect or prevent other users from properly using the Services, and/or that may damage, disable, overload or disrupt the operation of the Company Services in any way;
- use the Company's Services to pay for, support or otherwise participate in any illegal gambling, fraud, money laundering, terrorist activities and/or committing any other illegal actions;
- use any software and/or other automated tools or interface not provided by the Company to access the Services or to retrieve data;
- use or attempt to use another user's account without authorization;
- attempt to bypass any content filtering methods applied by the Company and/or try to access any service or area of our Services to which the Client does not have access rights;
- develop any third-party applications that interact with the Company's Services without the Company's prior written consent.

11.3. The Client guarantees that the digital assets that are involved in transactions and belong to him or her are received and are in the possession in a legal way.

11.4. The Company guarantees that the information provided by the Client in the Registration Form is confidential and not subject to disclosure. In the event of any accidental disclosure, the resulting dispute shall be resolved in accordance with the present Agreement.

11.5. The Client agrees that the Company or any third party involved in the provision of services to the Client shall not be liable for any interruptions in the telephone network, the Internet connection, routine maintenance or improvements, and/or any events or circumstances that are not under control of the Company, the connection services provider or any third party involved in the provision of services to the Client.

11.6. The Client agrees that if the Company has reason to believe that money laundering is carried out through the Client's trading account, or the account owner conceals and/or deliberately fills in false registration data, the Company reserves the right to suspend all operations on the Client's trading account to conduct necessary checks until the circumstances are clarified. The necessary checks shall include but

not limited to the following operations: verification of registration data, identification of the Client, verification of the account replenishment history. The Company may also initiate an audit if there is reason to believe that trading operations on the Client's trading account were carried out in violation of this Agreement.

11.7. The Client agrees that under the AML framework, the Company has the right to require the Client to provide details of a bank account opened in his or her name and restrict withdrawal of funds from his or her trading account in any way other than the bank transfer to the specified details. If the Client refuses to provide the requested data, the Company has the right to block all operations on the account until the said information is provided.

11.8. The Client agrees that the Company has the right to request any documents on any transactions on the Client's trading account. In case the Client refuses to provide the requested documents, the Company has the right to terminate the provision of the services to the Client.

12. Communication.

12.1. The Client accepts the risk of any financial loss caused by the fact that he or she did not receive or received with a delay any message from the Dealer and/or from the server.

12.2. The Client acknowledges that the information sent by e-mail in unencrypted form is not protected from unauthorized access.

12.3. The Client bears sole responsibility for maintaining the confidentiality of the information received by him or her from the Dealer, and accepts the risk of any financial losses caused by unauthorized access to his or her trading account.

12.4. To contact the Customer the Company can use:

- e-mail;
- fax;
- telephone;
- postal service;
- trading platform internal mail;
- news from the section "Company News" on the Company's official website.

12.5. The Company shall use the personal information of the Client indicated at registration. In this regard the Client is liable to inform the Company about all changes in the personal contact details.

12.6. Any message including but not limited to documents, announcements, notifications, confirmations, and reports is considered as received by the Client:

- one hour after it has been sent by e-mail;
- immediately in case it has been sent by internal mail in the trading platform;
- immediately in case sent by fax;

- immediately after the phone call has been finished;
- after 7 calendar days in case sent by postal service;
- right after release of news in the section "Company News" of the Company's official website.

13. Risks associated with the actions of third parties involved in relations between the Company and the Client.

13.1. The Client accepts the risks associated with the termination of the service of payment systems. In case an electronic payment system ceases to exist, the Company deducts funds from the Client's trading in the amount equal to the sum that was deposited through this payment system.

13.2. The Client accepts the risks associated with the indication of incorrect details when using bank transfers, and agrees that this may entail a refund to the account, repeated deduction of commissions, and other risks associated with the return and re-sending of the transfer.

13.3. The Client accepts the risks associated with the unauthorized use of his or her personal data to access payment systems, as well as those associated with the use of his or her bank cards by any person who has sufficient data to use these cards, resulting from a data leak on the side of the Client.

14. Termination of the Agreement.

14.1. The present Agreement shall come into force immediately after the Client accepts it.

14.2. The present Agreement shall terminate in case:

14.2.1. Any party expresses a will to terminate the present Agreement:

- in case the Customer withdraws all funds from the trading account, which leads to termination of relationship regulated by the Agreement;
- in case the Client violates the conditions described in the present Agreement the Company has the right to terminate the Agreement at its sole discretion with prior notice and after returning all funds due and payable to the Client as of the moment of the Agreement termination.

14.2.2. If the Company stops the activity regulated by the present Agreement:

- the Company shall notify the Client about it one month prior to such termination;
- the Company shall return all funds due and payable to the Client as of the moment of close.

14.2.3. In case of the Client's death:

- the right to withdraw funds from the Client's trading account goes to the inheritor of the corresponding queue, or to the inheritor in accordance to the will/testament of the Client;
- the right to use the trading account of the Client and to conduct trading operations on the financial markets cannot be inherited.

14.3. The Client accepts and agrees that the Company reserves the right to suspend or to stop fully or partially the access of the Client to the services of the Company at its sole discretion upon prior notice by means of any available communication methods. In this case the present Agreement is considered as terminated since the moment the services have been made unavailable to the Client.

15. Language.

15.1. The language of the present Agreement is English.

15.2. For the Client's convenience, the Company can provide the Agreement version in a language different from English. The translated version of the Agreement is provided for an informative purpose only.

15.3. In the event of any discrepancies between the English version of the present Agreement and its translation, the English version shall be considered priority.

16. Contact details.

30 de Castro Street

Wickhams Cay 1

Road Town, Tortola

British Virgin Islands