CLIENT AGREEMENT

1 0   General conditions

1.1   Client agreement, Regulation and Notice of risk determine conditions and procedure of rendering of services on organizing conversion currency arbitrage operations. The terminology used in documents can be found in a separate application.

1.2   Agreement is made between Fortis Market Corp here in after referred to as Company, and an individual who opened an account in the Company, hereinafter referred to as Client.

1.3   The place of Company's registration is accepted to be the place of signed Agreement.

1.4   Opening hours: 24 hours a day from 00.00.01 Central European Time (CET) Monday till 23.00.00 CET Friday.

1.5   Holidays listed on Company website are the exception to 1.4

2.0   Opening account

2.1   To open an account Client must fill in registration form on Company Website: http://fortisfx.com.

2.2   Client accepts conditions of the Agreement, Regulation and Notice of risk.

2.3   Client adds money to account within thirty days from the moment of opening.

3.0   Calculating procedure

3.1   US Dollar or Euro is the deposit currency; all adding and withdrawing operations are made in US Dollars or Euro.

3.2   Client has the right to control adding money to and withdrawing money from trade account.

3.3   Automatic adding is possible at any time.

3.4   Client is able to withdraw any amount of money from his account, but may not exceed the balance so that his account isn't closed because of margin lack (margin call).

3.5   Orders on adding and withdrawing money are accepted in working hours and their execution is realized in working hours of payment department (08:00 – 15:00 CET). Company promises to transfer money to specified requisites within two working days, if they are equal to the adding requisites. Special cases will be considered.

3.6   If there is doubt that a Client has fulfilled clauses 4.7-4.8, Company can extend time of order consideration for 3-5 working days.

3.7   Client incurs all losses connected with adding and withdrawing money to/from account.

3.8   Company has a right not to convert money from one payment system in another one.

4.0   Privileges and responsibilities

4.1   Company can change this agreement by sending a letter of notification five days before changes officially occur.

4.2   Company can increase spread and marginal requirements according to Regulation.

4.3   Company doesn't take responsibility for Client's activity or inactivity. Information offered by Company is introductory in its nature; it expresses the author's opinion and doesn't contain orders for any commercial actions.

4.4   Company is not responsible for dereliction of duties caused by failures in connection channels or Internet problems.

4.5   Client is responsible for the state of his trade account and security of his passwords.

4.6   Client has the authority to sign this agreement, make requirements, give orders and meet corresponding commitments.

4.7   Client confirms that all information given in registration form is true, precise and up-to-date.

4.8   Client has a legal source of money.

4.9   Actions carried out by Client according to the Agreement and Regulation do not break laws, regulations and other rules applied to Client or under Client's jurisdiction.

4.10   Company can nullify any order or close one or more positions at any time according to current price if Client violates 4.6 – 4.9 clauses of the Agreement.

4.11   Company can cancel orders handled with obvious dealer's mistake or fulfilled according to non-market quotation.

4.12   In the case of quotation mistakes Company can cancel orders made by Client.

4.13   Company can recognize operations on the trade server as non-market, if there are objective reasons.

4.14   Company can ask the Client for sending his identity document, also in electronic format.

4.15   Company can block an account used by Client not for its intended purpose (including conversion).

5.0   Administration of claims and disputes.

5.1   Claims for lost profit are not considered.

5.2   Company doesn't repair moral damages.

5.3   All claims are sent to info@Fortisfx.org, not later than 1 day from daily Confirmation receipt.

5.4   Term of the claim consideration is not more than 14 working days.

5.5   If a disputable situation is not described in Client agreement, Regulation or Notice of risk, Company can solve this problem in accordance with its working practice.

6.0   General Principles.

6.1   Client's orders processing

6.1.1.   When executing trading operations, the "Instant Execution" quoting mechanism is to be used.

6.1.2.   Client requests and orders are processed according to the following procedure:
- The Client makes a request or order that is being checked in terms of correctness on the Client terminal;

- Trading terminal forwards request or order to the server;

- Server receives client's request and checks it for correctness. The trading terminal should output the message "request accepted by server";

- Once the Client request or order has been processed, the server sends the result back to the trading terminal;

- In case the connection between the Client terminal and server is fixed, the Client terminal will receive the dealer result.

6.1.3.   The Client has a right to cancel the earlier sent request, which goes into a queue. The Company cannot guarantee success of this request execution.

6.1.4.   The amount of time needed to process a request and order depends on the connection quality between the Client terminal and the Company server, as well as on the market conditions. With normal market terms, it usually takes 1-5 seconds to process the request and order. At market conditions differ from normal this time might be extended to up to 10-15 seconds.

6.1.5.   The Company's Server has the right to decline the Client request in the following situations:

- "No price" message is received when the market is opening, it happens when the Client makes a request before the first quote enters the trading platform;

- the Client does not have enough funds to open a new position;

- market conditions differ from normal.

6.1.6. The Client terminal is the main resource for making Client's orders or requests. In case the Client's terminal experiences technical problems, it is possible for the Client to make requests or orders via the Company's operator and in that case, the Client must abide by "Phone operator rules" which may be found on the Company Website.

6.2.   Trading operations.

6.2.1.   Currency selling occurs at the Bid price. Currency buying occurs at the Ask price.

6.3.   Minimal deal size.

6.3.1.   Limitation on the size of the minimal deal is established in the volume of 1 Fortisfx lot (1 USD for a pip) for the accounts of Standard and Eurica types with the balance of 100,000 US dollars or its equivalent in other currency. for accounts with the balance equal to 10,000 US dollars or its equivalent in other currency, an introduction of the limitation on the size of the minimal deal in the volume of 0.1 Fortisfx lot (0.10 USD for a pip) is at the company's discretion. The minimum deal volume for accounts with balance of over 10,000 US dollars and more than 100,000 US dollars can be set in proportion to the balance at the company's discretion.

6.3.2.   If the total volume of deals opened by the Client exceeds the amounts in base currency specified below, the Company reserves the right to impose limits on a maximum leverage value. In case the total volume of positions opened by the Client exceeds the specified below amounts in base currency, the Company reserves the right to reduce leverages for the sums over:

MiniClassic (4decimalFix) 1:10-1:500
  -USD 1 (one) to 4,000 (four thousand) - 1:300-:500
  -USD 5,000 (five thousand) to USD 10,000 (ten thousand) - 1:200
  -USD 10,100 (ten thousand and one hundred) to USD 50,000 (fifty thousand) - 1:100

5DigitFix (5decimalFix) 1:10-1:500
  -USD 1 (one) to 4,000 (four thousand) - 1:300-:500
  -USD 5,000 (five thousand) to USD 10,000 (ten thousand) - 1:200
  -USD 10,100 (ten thousand and one hundred) to USD 50,000 (fifty thousand) - 1:100

ProSTP (5decimalOpen) 1:10-1:300
  -USD 1,000 (one thousand) to 50,000 (fifty thousand) - 1:300
  -USD 61,000 (sixty one thousand) to USD 100,000 (one hundred thousand) - 1:100

Standard (5DecimalOpen) 1:10-1:500
  -USD 1 (one) to 10,000 (ten thousand) - 1:300-:500
  -USD 10,500 (ten thousand and five hundred) to USD 50,000 (fifty thousand) - 1:200
  -USD 50,500 (fifty thousand and five hundred) to USD 100,000
   (one hundred thousand) - 1:100

The Company has the right to apply the above-mentioned restrictions to its Clients on the selective basis.

6.4.   Spreads.

6.4.1.   In the absence of force major circumstances, the Company maintains a fixed spread, which is shown on the Company's Website. To become familiar with current spreads, please visit: https://fortisfx.com/trading/contract-specifications/

6.4.2.   When an overnight position passes over takes place, the swap process for an open position starts at 23:59:30. From Wednesday - Thursday overnight, you get a triple swap. To become familiar with current swaps, please visit: https://fortisfx.com/trading/contract-specifications/

6.5.   Trading term changes.

6.5.1.   The Company has a right to change margin requirements, spreads, the order executing state and other trading terms in correlation with national and international holidays, and will notify their Clients 5 working days beforehand. In this case, all changes will have an effect on both already-opened and opening positions.

6.6. Closing of positions on CFD.

6.6.1. In case there are opened positions on the trading account on day (or succeeded day) economic statistics publication of the issuing company or some other event which has a great impact on the share rate, a company has a right to close a deal under the last market quotation after trading is closed. In this situation reopen of a deal occurs during 5 minutes after trading is opened

6.7. Position's Opening.

6.7.1. Position opening occurs when a request or an order is being sent from the Client terminal to the Company server. The following request or order information is mandatory:

- Instrument name;
- Transfer quantity.

6.7.2. The instruments available for "Instant Execution" trading transactions are listed at the official web-site of the Company in the section Trading instruments \ (https://fortisfx.com/trading/contract-specifications/)

6.8. The Company is obliged to notify the Client 7 days prior to changes in the quoting currency list.

6.8.1. To open buying/selling transactions, the Client must send a request using the Client terminal. To open a buying transaction, the Client must click the "Buy" button in the Client terminal window, at which time the order will be sent to the server.
To open a selling transaction, the Client must click the "Sell" button in the Client terminal window, at which time the order will be sent to the server.

6.9 Processing of the Client's orders on position opening.

6.9.1. If the size of the free margin is big enough to open a position, the position will open. A free margin level is calculated automatically.

6.9.2. If the size of the free margin is not big enough to open position, the position will not open and a "Not enough resources" message will appear in the order window.

6.9.3. If quoting changes the moment the Client request or order is being processed by the server, the server will offer a new Bid/Ask price. In this case, a new "Requote" window with new prices will appear as well. And if the Client accepts the newly offered prices, he should click the "OK" button in the window within 3 seconds.

6.9.4. The Client order to open a position is considered to be executed and the position open, when the relevant server log file has been updated. Each new position will receive a sequential ticker number.

6.10. Position's Closing.

6.10.1. When closing a position using the Client's terminal, the Client must indicate the following information:

- the closing ticker position
- the transfer quantity

6.10.2. In order to send orders to close positions, the Client should click the "Close position"

button on the trading terminal order.

6.11. Processing of the Client's orders on position closing.

6.11.1. If the order server quote changed the instant the Client requested to process an order, the server will offer a new Bid/Ask price. In this case, the new "Requote" window with the new prices will also appear. To accept the newly offered prices, the Client should click the "OK" button in the query window within 3 seconds.

6.11.2. The Client order to close positions is considered to be executed and the position closed, once recorded in the relevant server log file.

6.12. The FortisFX trading terminal description of orders.

6.12.1. Order types "Buy Stop' - supposes buy position opening at a higher price when a current price at the moment of the order placing. "Sell Stop" - supposes sell position opening at a lower price when a current price at the moment of the order placing.
"Buy Limit" - supposes buy position opening at a lower price when a current price at the moment of the order placing."Sell Limit" - supposes sell position opening at a higher price when a current price at the moment of the order placing.

6.12.2. The following orders can be used for position closing:
"Stop Loss" - Presumes closing the earlier opened position at a price, which is less profitable for Client, compared to the current price at the moment of order placement
"Take Profit" - Presumes closing an earlier-opened position at a price, which is more profitable for Client, compared to the current price at the moment of order placement

6.12.3. The Client has a right to change and remove any pending order if it has not been Activated

6.13. Order execution.

6.13.1. An order will be placed in the queue to be carried out in the following cases:

- A Sell-Stop order is placed in the queue to be carried out the very moment the Bid price in the quoting flow becomes lower or equal to the order level

- A Buy-Stop order is placed into the queue to be carried out the very moment the Ask price in the quoting flow exceeds or reaches the order level.

- A Sell-Limit order is placed into a queue to be carried out the very moment the a Bid price in the quoting flow becomes exceeds or equals the order level

- A Buy-Limit order is placed into a queue to be carried out the very moment the Ask price in the quoting flow becomes lower or equal to order's level

- A Take-Profit order works when buying an open position, when the Bid price in the quoting flow exceeds or equal the order level

- A Stop-Loss order works when buying an open position, and the Bid price in the quoting flow drops below or equals the order level

- A Take-Profit order works when selling an open position, and the Ask price in the quoting flow drops below or equals the order level

- A Stop Loss order works when selling an open position, and the Ask price in the quoting flow exceeds or equals the order level

6.13.2. When a price gap occurs, the orders are executed according to the following rules:

- Pending order, where the open level and the Take-Profit reach a price gap, the order should be canceled with [canceled/gap] appearing as a comment;

- Take-Profit order that reaches a price gap, the order should be carried out at the pre-set price

- Stop-Loss order, when the level hits a price gap, the order should be carried out at the first price following the gap, with [sl/gap] appearing as a comment.

- Buy-Stop and Sell-Stop pending orders should be performed at the first price following a price gap, with [started/gap] appearing as a comment.

- Buy-Limit and Sell-Limit pending orders should be performed according to an order's set price, with [started/gap] appearing as a comment.
In some cases, when price gaps are small, orders may be performed in usual terms, according to the order's set prices.

6.13.3. When pending order is received for execution and the size of free margin is not enough for order opening, pending order is deleted automatically with the comment "canceled by dealer".

6.13.4. For CFD instruments the orders Buy Stop, Sell Stop, Buy Limit, Sell Limit and Stop Loss, Take Profit function during the calendar day in which have been established. When 24-hours expire the orders are canceled.

6.14. The action period and placing orders, settings, setting orders.

6.14.1. Orders can only be placed, removed or changed by the Client, when trading for current instruments has been granted. To see the trading hours for each instrument, please visit https://fortisfx.com/trading/contract-specifications/

6.14.2. When a Client sends an order to place a pending order, the following information shoulde provided:

- name of the instrument;

- position size (volume);

- order type (Buy-Stop, Sell-Stop, Buy-Limit, Sell-Limit);

- price level which the order should be set at.

6.14.3. When a pending order attempts execution, the server automatically checks the trading account condition to see if a free margin is available. The new position goes to the open position list; the total client position is recalculated and the free margin as well.

6.14.4. In terms of normal market conditions, a server executes an order according to the price set without slip.

6.14.5. An order is considered to be executed once it has been recorded in the server log file.

6.14.6. Orders that have not more than 2 minutes left before being closed (or the time left before a lock order is executed) can be canceled by the Company.

6.14.7. Order that (closed or lock position under 10 minutes) and has more than 50% from total order or total lot in one trading account will be block without explanation except for pro-stp account.

6.15. Forced position closing.

6.15.1. When a Client's account Margin Level is less than 30%, margin call occurs. The Company has a right to close the Client's position, although it doesn't need to do that. The Dealer decides whether to close the position or not.

6.15.2. If a present trading account condition (equity) is less than 10% of the necessary margin to maintain an open position, the Company has the right to force a Client's closing position without prior notice.

6.15.3. The server controls the present account conditions. In the case that conditions, which are described in paragraph

6.15.2. Of the present Agreement, are violated, the server will generate a forced order position (stop out). A stop out is executed according to the market price. A forced closing position is recorded in the server log file as a "stop out".

6.15.4. In case the conditions stated in paragraph 3.15.2 of the present Agreement are violated, and the Client has several open positions, the one with the most floating losses will be the first one closed.

6.15.5. In normal market conditions the Company guarantees, that after the closing of the last position on the account the balance and assets of 0% - 10% margin will remain, which is necessary for maintaining that last forced position closing.
The Company reserves a right to recover the negative account balance of a client with the funds on the second client's account, if the balance has turned negative in the result of a strong price movement (as a rule, in cases described in the paragraph 5.9.)

6.15.6. There can be a delay in automatic execution of closing the order during the induced position closing. This delay can be the reason of closing the position at more favorable price than the price at the moment of induced order closing. The account status at the moment of the deal closing by "Stop Out" is reflected in the comment to the order, where per cent of free margin, account balance and margin level are indicated. Closing of the order at the price, which is more profitable for a Client than the "Stop Out" level, can not be considered as the reason for claim on the part of a Client. Closing of the position at the price, which is less favorable for a Client than "Stop Out" level, is considered as the reason of claim on the part of a Client.

6.15.7. Having signed the present Agreement, Parties have agreed that market working time – Monday 00:00 – Friday 23:59 - is shifted twice a year due to the USA switching to day-light saving time and vice versa on the second Sunday of March and the first Sunday of November correspondingly.

6.15.8. The number of deals opened at the same time is not limited. Yet, the Company

reserves the right to impose obligatory restrictions upon the number of orders opened.