



This document is a legally binding contract
Please carefully read it before signing

1. INTRODUCTION

This agreement sets out the terms and conditions governing operation of the account to be opened by You ("the Customer") with **FIBO Group, Ltd.** ("**FIBO Group**") for FOREX trading.

This agreement contains the following **annexes: *Trading Rules* and *Risk Disclosure Statement*** forming an integral part here of. FIBO Group may, in its sole discretion, modify or amend this agreement and annexes from time to time. All references to the terms and conditions of this agreement include the terms and conditions contained in this agreement and annexes here to.

This Agreement incorporates the ***Account Application*** Form (hereinafter "the Application") which must be submitted to FIBO Group together with this Agreement. FIBO Group shall rely on the information provided in the Application, and the Customer shall supply such information and guarantee that all such information is true, correct and accurate. The Customer shall undertake to inform FIBO Group forthwith about any material changes in the supplied information.

2. SERVICES PROVIDED

Subject to the terms of this Agreement and the Application accepted by FIBO Group, FIBO Group shall maintain one or more accounts in the Customer's name and shall enter into currency transactions with the Customer. Unless provided otherwise by a written agreement, all transactions concluded between FIBO Group and the Customer shall be governed by the terms and conditions of this Agreement, including relevant Appendixes hereto, as may be amended from time to time.

3. REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants to FIBO Group that as of the moment of signing of this Agreement the Customer is and as of the date of execution of any other contracts and transactions shall be:

- a) of sound mind, at least 18 years of age and with full legal competence, if a natural person, and
- b) If not a natural person:
 - 1) the Customer is an organization duly incorporated and competent under the existing legislation;
 - 2) the execution of this Agreement, the performance of any actions and obligations hereunder, same as under any contracts or other transactions contemplated by this Agreement, have been duly authorized by the Customer;
 - 3) any person performing this Agreement and other actions or obligations hereunder on behalf of the Customer, same as under any contracts or other transactions contemplated by this Agreement, shall be duly authorized by the Customer to perform the same.
- c) The performance of this Agreement and the Customer's actions or obligations hereunder, same as under any contracts and other transactions contemplated by this Agreement, shall not violate any law, rule, ordinance, regulation, charter, bylaws or order applicable to the Customer.
- d) The Customer has read and understands all risks stated herein, including without limitation the risks described by FIBO Group in the ***Risk Disclosure Statement*** which may be amended from time to time (**Annex B**).



e) The Customer has read and agrees to **FIBO Group Trading Rules (Appendix A)**.

f) All information supplied by the Customer to FIBO Group, including information on the Customer's trading and investment experience, is true, correct and complete. The Customer shall notify FIBO Group forthwith of any changes in such information.

g) The Customer has not received any success guarantees for any transactions from FIBO Group or any of its representatives or other authorized agents, if any, and has not entered into this Agreement in reliance upon or in contemplation of such guarantees or representations.

4. PURCHASES AND SALES

4.1. Responsibility

The Customer acknowledges that the Customer shall be fully responsible for any instructions received by FIBO Group electronically and identified with the Customer's password and account number, as well as for any electronic, oral or written instructions.

4.2. Quotation Information

FIBO Group shall provide indicative market currency rates on the Trading Platform. When the Customer requests a market quotation from FIBO Group, it may differ from the current price quoted by other sources, depending on the market condition. FIBO Group expects that such quotations will adequately reflect current ask and bid prices in the market for similar transactions; however, a number of factors, such as communication system delays, high volumes or volatility, may result in deviations between prices quoted by FIBO Group and other sources. FIBO Group does not give any guarantee that its quotations will represent current ask and bid prices prevailing in the market.

4.3. Order Execution

FIBO Group shall endeavor to execute all transactions that it accepts from the Customer in accordance with the Customer's orders placed through the Trading Platform or by phone. Any transactions entered into and made with FIBO Group shall be concluded with FIBO Group as a market maker. The Customer acknowledges, understands and agrees that FIBO Group shall not act as a broker, intermediary, agent, advisor or in any fiduciary capacity. The Customer acknowledges, understands and agrees that:

- 1) FIBO Group reserves the right to refuse to accept any order;
- 2) all orders shall be executed in compliance with the Trading Rules;
- 3) FIBO Group may cancel any erroneous transaction resulting from mistaken (non-market) quotation revealed by FIBO Group.

Any disputes arising out of such quoting errors shall be settled by negotiations.

4.4. Order Delays

FIBO Group shall not be responsible for delays in transmission of an order due to any reasons beyond its control. As FIBO Group does not control signal power, data transmission and receipt via Internet, or configuration of the Customer's computer equipment and reliability of its connection, FIBO Group cannot be held responsible for any data communication failure, distortion or delay when the Customer trades on-line (via Internet). Trading through the Fibo Group's electronic trading system may differ from trading by telephone or through other electronic trading systems. When the Customer makes transactions through the electronic trading system, the Customer is exposed to the risks inherent in the system, such as the failure of equipment, software, or Internet connection, and the Customer's personal computer security. The result of any system failure may be that a Customer's order is either executed incorrectly or is not executed at all.



4.5. Limitation of Liability

To avoid misinterpretation of this Agreement, FIBO Group shall not be responsible for:

- 1) any damage caused, directly or indirectly, by any events, actions or omissions beyond the control of FIBO Group, including delays in transmission of orders due to disruption, failure, or malfunction of communication or data transmission facilities, delay or distortion in the transmission of orders and/or information due to a breakdown in or failure of transmission or communication systems, power supply interruption, damage to the Customer's computer or related equipment through software application or other causes beyond control of FIBO Group;
- 2) any loss or damage resulting, directly or indirectly, from any claims, losses, damages, costs and expenses, including attorney's fees, to any natural person or entity, arising other than as a direct result of gross negligence or malfeasance committed by FIBO Group, and under no circumstances shall FIBO Group be responsible for consequential or special damages. FIBO Group shall not be liable for any claim, loss or damage arising from any actions by any agent or by the Customer.

4.6. Position Limits

FIBO Group reserves the right to limit the number of positions which may be opened or maintained by the Customer in his account. FIBO Group reserves the right to refuse, in its own discretion, any order to open a new position or increase an open position.

4.7. Recording of Orders

FIBO Group shall in its discretion keep a record of all transactions made by the Customer. The records of FIBO Group shall be final and binding upon the Customer in any disputes, including legal proceedings, and shall serve as the best evidence.

5. DEPOSIT REQUIREMENTS

5.1. Initial Deposit.

FIBO Group shall, in its sole discretion, determine the amount of initial deposit. The Customer shall pay the deposit to FIBO Group by transfer to the settlement account of FIBO Group or in other form as determined by FIBO Group in its sole discretion.

6. FUNDS TRANSFER/WITHDRAWAL

6.1. Notice of Withdrawal

Customers may transfer funds from any of their accounts with FIBO Group to their bank accounts. To effect such transfer, the Customer must complete Notice of Withdrawal specifying the amount which the Customer wishes to withdraw and bank details for delivery of such funds. Although it is permitted to withdraw any amount from the account, margin requirements for open positions must be met to maintain the account active.

6.2. Transfer Fees

The Customer agrees that FIBO Group shall charge a commission for each bank transfer to cover the transfer costs.

6.3. Third Party Transfers

Transfers to any third parties shall NOT be permitted except when made to the accounts from which FIBO Group received the initial deposit. All other transfers must be in the name of the holder of the account.



7. PASSWORD PROTECTION

The Customer shall keep the password secret and shall take steps to prevent other parties from receiving access to the Customer's account or other trading facilities. The Customer shall be liable to FIBO Group for any transactions executed by means of the Customer's password, even if such use was unlawful.

8. CHARGES

FIBO Group does not charge any brokerage fees or commissions, is not a tax agent and is compensated exclusively by the profit from currency purchases and sales. The Customer realizes that FIBO Group derives compensation from spread. FIBO Group may charge for incidental banking costs, such as charges for bank transfers in the event of withdrawal of funds. FIBO Group reserves the right to change its existing incidental fee structure at any time and without notice.

9. CONFIRMATIONS AND STATEMENTS

9.1. Confirmations

The terms of each transaction shall be specified in the confirmation which shall be evidence of a completed transaction. If a confirmation is not received by the Customer for any reason, including computer failure, the transaction shall not be invalidated, and the records of FIBO Group relating to this transaction shall be conclusive evidence of the terms of this transaction. All transactions made online through the Trading Platform shall be confirmed online upon execution while all transactions made by telephone shall be confirmed verbally on execution, as well as online on the Trade Terminal screen and by e-mail statements by 24:00 CET on the date of execution.

9.2. Statements

Daily statement shall be sent to the Customer by e-mail to the address specified by the Customer during FIBO Group Trading Platform installation. Confirmations of and movements on Customer's account shall be deemed accurate and shall become final and binding upon the Customer within 3 (three) working days after their transmittal to the Customer by e-mail or by post. Any objections of the Customer to any of the information contained in the confirmations, account statements or other information relating to the Customer's accounts shall be made in writing or in the electronic format and shall contain sufficient information for identifying the problem or error.

9.3. Claims and Corrections.

The Customer may give objections to any confirmation or other report by telephone within the above-mentioned period, but any such objection must be confirmed by e-mail or ordinary mail sent to FIBO Group within the next 3 (three) working days. Absence of any claims during the aforesaid period shall be deemed the Customer's ratification of actions taken by FIBO Group prior to receipt of such reports by the Customer. Non-receipt of confirmation by the Customer shall not relieve the Customer from the obligation to file a claim in compliance with the above procedures. The Customer agrees to inform FIBO Group forthwith about any oral information which the Customer has reasons to believe is inconsistent with his own information. The Customer understands, acknowledges and realizes that any errors whether resulting in profit or loss must be corrected, and the Customer's account must be credited or debited in such a manner and extent as necessary to place the Customer's account in the same position in which it would have been had the error not occurred.



10. CORRESPONDENCE

10.1. General. Any communications, reports, notices and other correspondence from FIBO Group may be transmitted to the Customer:

- 1) via the FIBO Group's web site;
- 2) by e-mail;
- 3) by post or other delivery service to the Customer's current address reflected in FIBO Group's records.

The Customer shall immediately inform FIBO Group about any changes in his postal or e-mail address by sending a notice to FIBO Group by e-mail, post or other delivery service. Any correspondence from FIBO Group shall be deemed effective after it has been left with post or other delivery service or received by a transmitting agent (such as ISP) for forwarding to the Customer, whether actually received by the Customer or not.

10.2. Correspondence to FIBO Group. Notices and any other correspondence from the Customer may be sent to FIBO Group by post or other delivery service to the following address:

FIBO Group, Ltd.

1.09 Office, 12-16 Clerkenwell Road, London, EC1M 5PQ

or to the e-mail address published on the Company's web site at www.fibogroup.com.

11. FORCE MAJEURE

FIBO Group shall not be liable to the Customer for any claims, losses, damage, costs and expenses, including attorneys' fees, arising directly or indirectly out of any events, actions or omissions, including but not limited to any claims, losses, damage or expenses, including attorneys' fees, resulting from civil unrest, hostilities, riot, foreign intervention, governmental actions (including but not limited to currency exchange restrictions, forfeiture, nationalization, devaluation), natural disaster, Act of God, market conditions, impossibility to contact any relevant person, or in the event of delay, interruption in power supply or power outage, failure or malfunction of data transmission systems, communication or computer equipment, whether belonging to FIBO Group, the Customer, or to any market or other settlement or clearing system.

12. NO ADVICE OR RECOMMENDATIONS

FIBO Group is not an investment advisor and does not give any trading or market recommendations, advice or instructions in its communications, including its online daily market analysis updates, which shall not be deemed to be trading or market recommendations, advice or consultations on investments of any kind whatsoever.

13. NO PROMISES OR GUARANTEES

The Customer acknowledges that the Customer engages in FOREX trading exclusively for his own account and risk and has no arrangements with any employee of FIBO Group or its agents in respect of trading in the Customer's account, including arrangements to guarantee profit or limit losses on his account. No such arrangement or promise has been authorized or has legal effect. The Customer understands that he is obligated to immediately notify FIBO Group in writing of any such arrangement with or promise by any person allegedly representing or acting on behalf of FIBO Group. Moreover, the



Customer understands that any promise made by anyone in respect of the Customer's account differing from the statements received by the Customer from FIBO Group must be forthwith communicated to FIBO Group in writing. The Customer understands that he is obligated to authorize all transactions prior to their execution, and that any disputed transaction must be brought to attention of FIBO Group. The Customer agrees to relieve FIBO Group from any liability for any damage which may be sustained as a result of the Customer's failure to notify FIBO Group of any occurrences described above. All correspondence pertaining to such matters shall be sent to FIBO Group in accordance with the requirements set out in Article 11.2 hereof.

The undersigned confirms that he has received, read and understood this Customer Agreement, including all Annexes hereto, and agrees to all provisions contained therein.

14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Customer shall not have any rights to the Trading Platform, except for the right to have access to and use the Platform for the purposes set forth in this Agreement. The Customer acknowledges that the Trading Platform is confidential and is a property of FIBO Group and that significant intellectual resources, time, efforts and money have been spent for its development. The Customer may not copy, reproduce, modify, decompile, reverse engineer or convert the trading platform or the manner in which it operates.

15. PRIVACY. DISCLOSURE OF CUSTOMER INFORMATION

FIBO Group shall not distribute information pertaining to its Customers and/or potential Customers. Furthermore, FIBO Group shall not share such information with anyone except its employees, agents, partners and associates to the extent required for the conduct of business, including but not limited to its banking and credit relationships. FIBO Group may disclose information on the Customer or the Customer's transactions to federal, regulatory and law enforcement authorities in response to the appropriate, legally valid requests for submission of such information and in response to court orders or subpoenas.

16. JOINT AND TRUST ACCOUNTS

If several natural persons act as the Customer hereunder, all such persons agree to be jointly and severally liable for the obligations contemplated by this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, trustee or other fiduciary, such Customer hereby agrees to indemnify and hold harmless FIBO Group from and against any claims, losses, damage, costs and expenses, including attorneys' fees, arising, directly or indirectly, from breach of any fiduciary duty or obligation, and any other incurred costs and expenses, including attorneys' fees.

17. AMENDMENTS

The Customer understands, acknowledges and agrees that FIBO Group may amend or change this Agreement, including Annexes hereto, at any time. FIBO Group shall notify the Customer of any such amendment or change by posting the amendment or change to its web site and sending an e-mail message to the Customer. The Customer agrees that any amendment or change shall take effect and become binding not earlier than 10 (ten) working days after the notice of such amendment or change has been posted by FIBO Group to its web site.



18. TERMINATION

This Agreement shall continue and be in effect until terminated by the Customer or FIBO Group. FIBO Group may, in its sole discretion and at any time, terminate this Agreement, with such termination taking effect on the date on which termination notice has been given and payments made to the Customer. The Customer may terminate this Agreement, if:

- 1) the Customer does not have any outstanding orders or open positions and does not have any commitments or debts to FIBO Group;
- 2) the Customer has given a 3 (three) days prior termination notice to FIBO Group by e-mail, post or any other delivery service as provided by Article 11.2 above;
- 3) FIBO Group has received such notice as provided by Article 11.2 above. Termination of this Agreement by either party shall not affect any contract or other transactions previously entered into and shall not relieve either party from its obligations hereunder.

19. ENTIRE AGREEMENT

This Agreement, including all Annexes hereto, together with the Customer's Account Application and all documents attached thereto, embody an entire agreement between the parties, superseding all prior written or oral agreements.

20. BINDING EFFECT

This Agreement shall be continuous and shall apply individually and collectively to all Customer's accounts opened and reopened with FIBO Group, regardless of any change or changes relating to any employees of FIBO Group or those of its successors, trustees and affiliates. This Agreement, including all authorities hereunder, shall remain in force for FIBO Group and its successors and authorized persons in the event of merger, consolidation or other structural changes, and shall remain binding upon the Customer and/or his personal representatives, heirs, executors, managers, trustees, legatees, administrators, successors and authorized persons.

21. GOVERNING LAW

This Agreement falls within the jurisdiction of and shall be interpreted and performed in accordance with the British Law and does not contain any conflicts with the Law which may preclude or prevent its performance.

22. ENTRY INTO FORCE

This Agreement shall not be deemed accepted by FIBO Group and shall not become a binding contract between the Customer and FIBO Group until the Agreement and the Customer Account Application, including all relevant annexes, have been completed and executed by the Customer and received and accepted by FIBO Group, a notice whereof shall be given to the Customer.

The Customer confirms that he has received, read and understood this Customer Agreement, including all Annexes here to, and agrees to all provisions contained there in.



Name of Customer: _____

Signature of Customer: _____

Date: _____

Fibo Group, Ltd.

Signature: _____