

PUBLIC OFFER AGREEMENT

Public Offer Agreement

Totradefx, hereinafter referred to as the Company offers services of conversion arbitrage operations at the international currency market Forex and derivatives markets to any juridical entity or individual, hereinafter referred to as the Client in the order and on the terms governed by this Agreement. This Agreement is a web based document which does not need to be signed. The Agreement comes into effect at the moment of acceptance by the Client. This Agreement can be translated into all languages of the Company's website at www.totradefx.com

The translation will have an informative character. In case of any discrepancy between the English version of the Agreement and its translation, the English version shall take priority over other language versions. This Agreement has an Application, called "Agreement on Quoting System and Transactions Procedure", which is an integral part of the Public Offer Agreement and describes the order of transactions execution on Client's trading account.

1.1 The Client accepts this Agreement fully and unconditionally when he/she:

- fills in Registration Form to open trading account with the Company, available on free access terms at the Company's official website.

- deposits in his/her trading account in the manner prescribed by the Company. Glossary Client's Profile

- secured network component located in the secure area at the Company's official site and designed to provide interaction between the Client and the Company in accordance with built software algorithm. The Client registers in this secure zone an account which contains the information required to identify a user when connecting to the system and the information necessary for authorization and records.

- individual or juridical entity, registered in the Client's Cabinet, conducting conversion arbitrage operations with the Company at the quotes provided by the Company

1.2 Client's terminal – software version of MetaTrader .xxx, with the help of which the Client can obtain online information about financial markets (to the extent determined by the Company), carry out technical analysis of markets, conduct trading operations, place, modify, delete orders and receive messages from the Company

- juridical entity, responsible for providing transactions execution and making payments to the Client in accordance with this Agreement

1.3 Developer - Company "MetaQuotes Software Corp", the developer of the trading platform. Non-trading operation – a process of funds depositing in a trading account (withdrawal of the funds from a trading account) or a process of granting (repayment) of credit, or distribution of funds to the accounts within Client's Profile

1.4 Payment Currency – currency, in which deposits and withdrawals are executed Company's working time – period of time during the working week, when Company's trading terminal provides execution of transactions on standard currency contracts. Exceptions are weekends, holidays, temporary changes within the Company and intervals when service is not available due to technical reasons; in this case the Company shall assume measures to notify the Client of changes in the working hours and enable the Client to eliminate arising risks.

1.5 Personal account- the whole of trading accounts opened by the Client within his Client's Profile. It keeps a general record of obligations of both the Company and the Client arising out of transactions conducted under this Agreement.

1.6 Server – software of MetaTrader Server x.xxx, which processes Client's orders and requests, provides the Client with online information about trades in the financial markets (to the extent determined by the Public Offer mined by the Company), keeps record of mutual obligations between the Client and the Company and controls compliance with terms and restrictions.

1.7 Equity – funds on the Client's account decreased by the credit amount. Trading operation – buying or selling of an instrument by the Client.

1.8 Trading account – special account opened by the Client in the Company, which keeps record of obligations of both the Company and the Client arising out of transactions conducted under this Agreement.

1.9 Trading platform – a set of software and hardware which provides information about trading in the financial markets in the real time mode, enables trading transactions, records mutual obligations of the Client and the Company and controls compliance with terms and restrictions. In simplified form for the purpose of this Agreement, it consists of Server and Client's terminal.

1.10 Force Majeure – events that cannot be foreseen and prevented. As a rule, these are: natural disasters, wars, acts of terrorism, acts of government, legislative or executive authorities, hacker attacks, and other unlawful acts against servers resulting in destabilization of the market(s) where of 1 or several trading instruments are traded.

2. Terms of work

2.1. Trading account operations are conducted in accordance with "Agreement on Quoting System and Transactions Procedure" which is available for downloading on the Company's official website.

2.2. The Company provides calculation of interest on funds deposited in the trading accounts and not used for trading in the amount and in the order specified in the trading conditions on the Company's official website.

2.3. Non-trading operations within Client's Profile targeted at gaining profit are banned.

3. Procedure of opening an account.

3.1. A client of Totradefx can be a natural person of full legal age or a juridical person.

3.2. The Client has the right to register only one Client's Profile.

3.3. The Client receives an electronic access to account management when registering the Client's Profile.

3.4. Deposit and withdrawal operations are executed in the currency stipulated for this type of trading account through appropriate interface of the Client's Profile located at:
www.secure.totradefx.com

3.5. The Client fills in a registration form to create his/her profile in the Client's Cabinet and opens an account with the Company in the Client's Cabinet which is freely available on the Company's official website.

4. Settlement procedure

4.1. The Client has the right to withdraw unobligated funds which are not encumbered with deposit obligations.

4.2. Money transfers are made within 1-3 banking days.

4.3. Money transfer can be deferred by the Company for the period of 14 working days in exceptional cases requiring verification of compliance of trading and non-trading operations conducted by the Client with the terms and conditions of the "Agreement on the system of quotation and order trading operations" and this Agreement. If such situation occurs, Company shall immediately notify Client via mail in the terminal or by e-mail specified in the Client's Profile. The Client has the right to Public Offer Agreement request the status of the verification process only by contacting Security Office by e-mail at contact@totradefx.com.

4.4. The Client's payment instruction received, the amount to withdraw is deducted from the Client's account balance at the moment of receiving the payment instruction.

4.5. In case of return of funds, the Client pays transfer fees.

4.6. The Client has the right to give instructions exclusively of commercial nature, as well as withdrawal-related instructions.

4.7. The Client gives all instructions related to crediting or withdrawing of funds from the account through Client's Profile at <https://secure.totradefx.com> in the order determined by the algorithm of Client's Profile operation.

4.8. The Company corrects balances in the accounts with a fixed negative value in the "Balance" column in the trading terminal on the 1st of each month. Correction (setting to zero) of trading accounts shall be applied solely to those accounts in which no trades are conducted at the moment of correction, i.e. no active open trading positions are present (pending orders will not be considered). Bonus funds are deducted from the

“Credit” column with the comment “bonus_out (negative balance)”. At the same time, funds in the amount equal to the negative balance value are put into the account with the comment “Zero Balance Correction”

5. Deposit/Withdrawal

5.1. The Client can withdraw funds from his/her account to any payment system which is accessible in the Client's Profile.

5.1.1. If funds withdrawal is made via electronic payment systems, the withdrawal is possible only to the same system and with the same payment details within the system that were used to top up a trading account, and in same currency in which the deposit was made. If the account was deposited by different ways, in various currencies and with different payment details, withdrawals should be made proportionally.

5.1.2. If the Client's payment details within the payment system are changed for some reason, the Client shall notify the Company by sending an email to the financial department with a scanned document proving the Client's identity attached. Otherwise, the Company reserves the right to refuse funds withdrawal by use of new payment details.

5.1.3. Funds withdrawal is carried out within the period set individually for each payment system, from 1 to 3 working days. However, in some cases these terms can be extended up to 14 working days, except the cases specified in the item 8.10. of this Agreement.

5.2. Deposit of Client's funds can be made by any methods available on the Company's site.

5.2.1. The Client acknowledges that in case of software failure there can be delays in depositing funds in his trading account.

5.2.2. The Company undertakes to deposit funds in the Client's trading account in case of any software failure resulting in delay in automated deposit provided that the Company was informed about the delay by the Client.

5.3. The Company doesn't charge any deposit or withdrawal fees from Clients' trading accounts.

6. Procedure for handling claims and disputes

6.1. Parties of this Agreement try to settle all disputes through negotiations and by way of holding correspondence in accordance with procedures for claims.

6.2. Company accepts claims arising under this Agreement only in writing and not later than three calendar days from the date (day) of a dispute.

6.3. The Client must write an e-mail and send it to the Office at contact@totradefx.com without disclosing this information before the examination ends. Claims submitted otherwise will not be considered.

6.4 In case of a conflict situation, which is not described in this Agreement, the Company makes final decision on the basis of generally accepted market practice and ideas of a fair settlement of a dispute.

6.5. The Client's claim shall contain the following information:

- a) Full name;
- b) Client's e-mail;
- c) Dispute date and time;
- d) Substance of the claim without excessive emotions.
- e) Claims submitted otherwise will not be considered.

6.6. The Company is entitled to refuse examination of a claim if:

- A claim doesn't meet the items 6.2, 6.3, 6.5.;
- A claim contains obscene words and/or insults concerning the company or its employees;
- A claim contains threats against the Company or its employees;
- The Client uses the threat to blacken the Company's reputation in social networks and other internet resources as an argument.

6.7. In case of disputes about the state of the Client's account, all parties examine the protocols of the Client's operations by use of the Company's server log files.

6.8 The Company has the right to cancel the transaction result if the transaction was executed by using the funds obtained as a result of violation of the terms specified in the Company's agreements, including this one, accepted by the Client.

6.9. In case of a conflict situation, which is not described in this Agreement, the Company makes final decision on the basis of generally accepted market practice and ideas of a fair settlement of a dispute.

7. Client identification

7.1. The Company has the right to require confirmation of the reality of the registration data specified when opening a trading account. Therefore, the Company may ask the Client any time to provide an electronic copy of his/her identity document attested by a notary (at the Company's discretion), as well as an abstract from the bank account or utility bill to confirm his/her address. Detailed requirements of the Client's identification are described on the Company's official website.

7.2. If the Client hasn't received the request for scanned copies of documents, the account Verification procedure is not obligatory, but the Client can send voluntarily a copy of the passport or another document confirming his/her identity to the Company's client department, ensuring account verification. There should be taken into account such situations as funds deposits/withdrawals by bank transfer, which requires full profile verification according to the bank's operation specificity.

7.3. Period of time for examining a claim from the Client is not more than 14 working days. If a claim is justified, the dispute is settled only with the help of compensatory payment, transferred to the Client's trading account. If the Client had intention to commit an action but

did not commit it for some reason, the Company shall not reimburse for the losses resulted from such omission and shall not compensate for moral damages. In case of a positive decision on a dispute the Company makes compensation payment to the trading account of the Client within one working day from the moment of a positive decision on a dispute.

8. Authorities and responsibilities of the Company and the Client

8.1. The Client has the right to:-

conduct trading operations on the trading account, opened by the Client strictly in accordance with this Agreement and "Agreement on Quoting System and Transactions Procedure". -receive all correspondence and documentation related to the trading account through the interface of the Client's Profile, internal mail of the trading platform or otherwise as indicated in the Client's Profile. -receive all correspondence and documentation related to the trading account through the interface of the Client's Profile, internal mail of the trading platform or otherwise as indicated in the Client's Profile;

8.2. The Client acknowledges that any market recommendations and information submitted to the Client by the Company or by any person in the Company, do not represent a proposal to conduct a transaction.

8.3. The Client is informed and agrees that the Company is not liable for acts or omissions of the Client to conduct operations on his/her own trading accounts.

8.4. The Client confirms that he or she is solely responsible for the state of his/her trading accounts and personal profile.

8.5. The Client undertakes to guarantee protection to the Company against various abilities, costs, claims, damages that may arise directly or indirectly due to Client's failure to comply with obligations under this Agreement and "Agreement on Quoting System and Transactions Procedure".

8.6. The Client acknowledges that he/she is obliged to provide copies of documents as Requested by the Company which confirm data that he/she provided during registration, and he/she must ensure that all information provided by the Client to the Company is true, correct and complete; the Client must inform the Company of all changes immediately.

8.7. The Client:

-assures that he/she is fully responsible for confidentiality and use of his/her user name and password;

-agrees to bear responsibility for all actions including transactions executed in the financial markets;

- guarantees safety of his/her accounting data and passwords. In case of loss or transfer of these data to third parties full responsibility rests with the Client

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8.8. The Client agrees that the Company or any third party, involved in providing services to the Client, is not responsible for any phone line or Internet failures, or any incidents and circumstances, which don't depend on the Company

8.9. The Client acknowledges that according to the Company has the right to require the details of the Client's bank account opened in the name of the Client, imposing restrictions on funds withdrawals only by bank transfer by use of the specified bank account details. If the Client refuses to provide these details, the Company reserves the right to block all the account operations until the specified information is provided.

8.10. If any Client's registration data (full name, address or phone number) have been changed, the Client is obliged to notify immediately the Company's client support department of these changes asking to modify these data or to make changes without assistance in the Client's Profile. The Client is responsible for authenticity of the documents (their copies) and recognizes the right of the Company to contact the appropriate authorities of the country of the documents issued to validate their authenticity

8.11. The Company is not liable to the Client for any damages, losses, lost profit, lost opportunities, costs (arising from possible movements in the market), in accordance with the terms of this Agreement unless otherwise specified in the "Agreement on Quoting System and Transactions Procedure".

8.12. The Company reserves the right to change or modify this Agreement, notifying the Client by the internal mail of the trading platform within 7 calendar days before the amendments come into force.

8.13. The Company assures that the data provided by the Client in the registration form are strictly confidential.

9. Notification of Client's risk.

9.1. Risk of losses when trading at the financial markets can be quite significant. The Client must carefully examine his/her financial capacity with respect to such trading operations.

9.2. The Client can lose his/her initial funds in full, as well as any additional funds deposited to enhance or control positions in the market in accordance with this Agreement.

9.3. Restrictive orders, such as "stop-loss" are not always effective to limit losses of the Client within pre-planned amount, since market conditions can make execution of such orders impossible.

9.4. The Client must understand that the Company is not liable for losses, directly or indirectly caused by restrictions imposed by the government, currency or market regulations, suspension of trading, war or other conditions, normally called "force majeure" and which are beyond the control of the Company

9.5. The Company has ample grounds to determine boundaries of force-majeure circumstances. The Company duly takes appropriate steps to inform Clients of force-majeure.

9.6. Algorithm of trading transactions is determined directly by the developer of the software used by the Company.

9.7. This brief notification of Client's risk does not cover all risks which can occur during Conversion arbitrage operations at Forex market and other financial markets.

9.8 The Client agrees that if the Company has reason to believe that the Client's trading account is used for money laundering or the account holder conceals information or provides wittingly false registration data, as well as if there is a reason to believe that trading operations on the Client's trading account have been executed by violating this Agreement, the Company reserves the right to suspend all operations on Client's trading account to carry out necessary checks (check of registration data, client identification, verification of the history of account deposits, etc.) until all the circumstances are clarified.